The Sydney Morning Herald.

TERMS OF SUBSCRIPTION.
Sydney, £3 per annum; Country, £3 10s.; 10 ₩ ct. discount for payment in advance.

VOL. XXIV. THURSDAY, NOVEMBER 23, 1848. No. 3593

CASH TERMS FOR ADVERTISEMENTS.
For one inch and under 3s., and 1s. for every additional inch for each insertion

STEAMERS FOR THE HUNTER

WILL be despatched this week as follows: THIS DAY (THURSDAY), and SATURDAY, at 10 P.M.

JAMES PATERSON, Secretary.

H. R. S. N. Company's Wharf, November 23. 7978

FOR PORT MACQUARIE,

THE packet-schooner MARY ANN, will leave the Union Wharf on Friday next, 24th instant. For freight or passage apply to the master, on board, or

WILLIAM DALTON, No. 1, Prince-street.

8073

FOR KEMPSEY, M'LEAY RIVER.

THE SCHOONER CYGNET 45 tons, Thomas Brooke, master, having been engaged, will positively sail on Saturday, the 25th inst. For freight or passage apply to the master, on board, or to

THOMAS CROFT, Commercial Wharf.

8231

FOR MORETON BAY.

THE SCHOONER SWIFT, 60 tons, Thompson, master, now loading at the Union Wharf, will have quick dispatch. For freight or passage apply to the Master, on board; or to

HENRY CLARKE, Union Wharf.

November 21. 8087

FOR MORETON BAY, A REGULAR TRADER.

THE fine coppered schooner VIXEN, Currie, master, will clear at the Customs on Saturday next, *and sail the first fair wind, full or not full.*

Shippers and passengers can depend on this vessel leaving as advertised. Apply to G. Thornton, Esq., at the Custom House; or, to

JOHN MORRIS,

Albion Wharf, November 22. 8201

ONLY VESSEL FOR MELBOURNE, A REGULAR TRADER.

THE well known schooner PHŒBE, 100 tons, Captain Ebbetts, having the principal part of her cargo engaged, is detained until Saturday.

For freight or passage, having superior accommodations, apply on board at the Flour Company's Wharf, or to

SHEPPARD AND ALGER, Packet Office, 470, George-street. 7633

FOR GEELONG DIRECT. A REGULAR TRADER.

THE well-known Schooner PETREL, Gibson, master, having the principal part of her cargo engaged, sails on Saturday next. For freight or passage, having superior accommodations, apply on board, at the Flour Company's Wharf: or to

SHEPPARD AND ALGER, 470, George-street.

7894

FOR HOBART TOWN. TO SAIL ON FRIDAY MORNING,

THE splendid clipper brig SCOUT, 200 tons burthen, Thomas Joseph Cundell, commander, (late of the schooner Waterlily,) will clear at the Customs on Thursday, 23rd instant, and sail as above.

For freight or passage apply at the Bon Accord Wharf, to Captain Cundell; or to

JOSEPH S. WILLIS, Church Hill.

8180

FOR HOBART TOWN.

THE well-known schooner *Martha and Elizabeth*, Henry Irvine, master, will clear This Day, and sail To-Morrow. For freight or passage apply to J. S. Willis; or to

8200 R. T. FORD.

SAILS THIS DAY, DIRECT FOR ADELAIDE.

THE well-known trader EMMA, Captain William Osborne, has room for two or three passengers and a few tons of freight, if sent down and entries passed before twelve o'clock.

Apply to

SHEPPARD AND ALGER, Packet Office, 470, George-street.

8206

FOR ADELAIDE. WILL SAIL THIS DAY, 23RD INSTANT,

THE fast-sailing first-class brig PERI, Christopher Gwatkin, commander, Now loading at the Flour Company's Wharf, The cabin accommodations are very superior.

For freight or passage apply to Captain Gwatkin; or to

JOSEPH S. WILLIS, Church-hill.

7190

FIRST VESSEL FOR AUCKLAND DIRECT.

THE first-class British-built barque MAY QUEEN, F. D. Butler, commander, 406 tons register. For freight or passage, the cabin accommodations being very superior, apply to Captain Butler, at the Bon Accord Wharf; or to

JOSEPH S. WILLIS, Church-hill.

7710

FOR AUCKLAND DIRECT. (WARRANTED FIRST VESSEL, OR FORFEIT FREIGHT.)

THE well-known Packet Brig LOUISA, 182 tons, W. N. Milton, commander,

This vessel is now receiving cargo, and will sail on Sunday next, wind and weather permitting.

For freight or passage, early application is necessary, on board, at the Queen's Wharf; or, to

JOHN MACNAMARA, Queen-street.

☞ Has Stalls for four Horses disengaged. 8205

FOR LONDON. TO SAIL ON THE FIRST OF JANUARY. FOR LIGHT FREIGHT AND PASSENGERS ONLY,

THE remarkably fast-sailing ship CHEAPSIDE, A1, 623 tons, D. Lewis, commander, is now taking in wool.

This vessel has superior accommodations for Cabin and Steerage passengers, carries a surgeon; and having made the passage to Port Phillip in 87 days, affords a most eligible opportunity to passengers. Apply to the captain, on board; to

F. EBSWORTH; or J. B. METCALFE.

November 23. 8212

FOR PORT NICHOLSON DIRECT.

THE new Brigantine WILLIAM ALFRED, 150 tons burthen, T. Tinley, master. This remarkably fine new clipper-built vessel will have immediate dispatch, and having good accommodations, affords a desirable opportunity *for passengers.* For freight or passage, apply on board at the Flour Company's Wharf; or to

GEORGE THORNE AND CO.,

8055 7, Jamison-street.

FOR TAHITI DIRECT.

THE FINE SHIP COURIER DE TAHITI, 378 tons register, B. Degoy, commander; has very superior accommodations for passengers, and will sail positively on the 1st proximo.

For freight or passage apply to

MONTEFIORE, GRAHAM, AND CO.

7836

FOR HONGKONG.

THE FINE A1 SHIP EMPEROR, 672 tons, John Henry Day, commander, will sail in a few days. Her cabin accommodation is very superior, and she carries a surgeon. For freight or passage apply to

SMITH AND CAMPBELL, Spring-street.

November 14. 7643

FOR LONDON.

THE NEW SHIP ISABELLA HERCUS, A1, for thirteen years, 618 tons register, P. Houston, commander, is now taking in her dead weight, and will have quick despatch. Has superior accommodations for passengers. Apply to

FLOWER, SALTING, AND CO.; Or, to GILCHRIST AND ALEXANDER.

November 21. 8108

FOR LONDON DIRECT,

THE fine teak-built barque WOODLARK A1, 237 tons, John Bloomfield, Commander, has all her dead weight on board, and now ready to receive wool.

For freight or passage apply to

SMITH AND CAMPBELL, or, to THACKER AND CO., Fort-street.

6743

FOR LONDON.

THE fine A 1 Clyde-built ship TRAFALGAR, Walter Wright, Commander, 528 tons register. Has part of her cargo already engaged, and will meet with quick dispatch.

Apply to the Captain, on board, at Campbell's Wharf; or, to

6525 ROBERT HOW AND CO.

FOR LONDON DIRECT, TO SAIL ON THE 5TH DECEMBER.

THE fine fast-sailing A1 teak-built ship BRIGHTMAN, 384 tons register, C. G. Cowley, commander. This vessel has room for *about* 100 *bales wool.* The accommodations for cabin and steerage passengers are superior, and an experienced surgeon proceeds in the vessel.

For freight or passage apply to Captain Cowley, on board; or to

CAMPBELL AND CO., Campbell's Wharf.

November 22. 8110

FOR LONDON. FOR WOOL AND PASSENGERS ONLY.

THE SIR EDWARD PAGET, 600 tons, A. W. Barclay, commander, having nearly completed her loading, will leave first week in December. She carries an experienced Surgeon, and having superior accommodation, offers an eligible opportunity for a limited number of passengers. Apply to

FLOWER, SALTING, AND CO; or, to

4102 GILCHRIST AND ALEXANDER.

FOR LONDON,

THE frigate-built ship WALMER CASTLE, Messrs. Richard Green and Co., Blackwall, owners, George Thorne, commander, having undergone a thorough repair and re-classed as A1 for four years, will sail for London direct early in March.

For freight or passage apply to

7762 BOYD AND CO.

FOR LONDON. (FOR WOOL AND PASSENGERS ONLY.)

THE new frigate-built ship WATERLOO, A 1 for thirteen years (belonging to Messrs. D. Dunbar and Sons), burthen per register, 1000 tons, coppered and copper-fastened, Henry Neatby (late of the Agincourt), Commander, will sail in all January next.

This fine vessel having been built and fitted up specially for a passenger ship, is replete with every convenience to ensure comfort; her great height between decks, her spacious and lofty state rooms, and her whole internal arrangements render her a most splendid conveyance for cabin, intermediate, and steerage passengers. Carries a surgeon.

For plans of cabins, or for freight and passage, apply to Thacker and Co., Donaldson and Co., or to Smith and Campbell, Spring-street.

Sydney, November, 1848. 7249

FOR LONDON.

THE fast-sailing A 1 barque AGRICOLA, 564 tons register, John Bell, commander. Is now ready to receive wool, and will sail in December. Apply to

FLOWER, SALTING, AND CO; Or, to

8037 GILCHRIST AND ALEXANDER.

FOR CHARTER TO NEW ZEALAND.

THE fine first-class ship GENERAL HEWETT, 961 tons, John Gatenby, commander, This vessel having nine feet between decks, is the most eligible conveyance for cattle, &c. Apply to the captain, on board; to M. Metcalfe, Custom-house; or

J. B. METCALFE.

November 22. 8213

FREIGHT OR CHARTER.

FOR Freight or Charter, the first-class British ship LAWRENCE, 276 tons register, Robert Salmon, commander. Apply to the Captain, on board; or to

BROWN AND CO., 472, George-street.

November 14. 7709

FREIGHT OR CHARTER,

FOR Freight or Charter, the fine new British Ship GLOBE, 232 tons register, John Liddel, commander. Apply to Captain Liddel, on board; or to

BROWN AND CO., 472, George-street.

November 14 7707

FOR CHARTER.

THE fast-sailing A1 barque BLONDE, 672 tons register, Mark Todd, commander, will be ready to proceed on any voyage in a few days. Apply to

GILCHRIST AND ALEXANDER.

November 21. 8110

THE FAVOURITE NEW SCHOONER ROSETTA.

THE undersigned requests intending purchasers to examine this fine vessel, (as she now lies off Deloitte's Wharf) prior to the sale, *being well convinced that no recommendation or description that he could give would prove nearly so satisfactory as a personal inspection.*

The sale will be held at the City Mart, 474, George-street,

THIS DAY, THURSDAY, At 12 precisely.

GEORGE A. LLOYD, Auctioneer.

November 23. 8159

TREASURY BILLS.

TENDERS FOR BILLS will be received at this office every *Monday* and *Thursday*, at noon, until further notice.

The tenders must be sealed and in duplicate, marked "Tenders for Bills."

T. W. RAMSAY, Dep. Com. Gen.

Commissariat Office, Sydney, 20th September. 4765

SIXTY-FIRST ANNIVERSARY REGATTA, FRIDAY, 26TH JANUARY, 1849. Under the patronage of HIS EXCELLENCY THE GOVERNOR.

COMMITTEE:
The Right Worshipful the Mayor
Alderman Egan
Alderman Fisher
D. Ogilvy, Esq., J.P.
G. R. Hirst, Esq.
Captain Hindson
Mr. Thomas Hinigan
G. R. Nichols, Esq. M.L.C.
James Martin, Esq., M.L.C.
Alderman Thurlow
R. Peel Raymond, Esq.
David Moore, Esq.
Captain Roxburgh
B. Shaw, Esq.
Umpire—M. Moriarty, Esq.
Treasurer—Alex. Longmore, Esq.
Secretary—Geo. Macpherson, Esq.

Subscriptions will be received at the Banks, by the members forming the Committee, also gentlemen interested in the Regatta, holding an authority from the Treasurer. 8222

ST. ANDREW'S DINNER. Sydney, November 17, 1848.

AT a Meeting of a few friends, held at Mr. Gray's, Light-house Hotel, on Tuesday, the 14th instant, it was unanimously agreed, that a Dinner should take place at the above Hotel, in commemoration of their patron Saint, on Thursday, the 30th instant.

Tickets may be had from the following gentlemen, viz.:—

Messrs. Wilkie, C.C.
Paton, C.C.
Stewart, Wool Pack Inn
Aitkenhead, Emu Inn
Scott, Tobacconist
Entwisle, Masonic Hall
Livingston, Vine Tavern
Clark, White Conduit House
Marshall, Balmain Ferry
Bisland, Sir Walter Scott Inn

And at Mr. Gray's,

Where dinner will be announced by the Highland pipes striking up Neal Gow's 'Farewell to Whiskey," at half-past 7 p.m. 7951

BANK OF AUSTRALIA. EQUITABLE PLAN OF PARTITION OF PROPERTY.

FOR the information of persons who may be desirous that their friends in England should have an opportunity of taking Tickets in the above partition, the Undersigned takes the earliest opportunity of announcing that the Tickets issuable to several of the English Shareholders, who are not represented in the colony, have been forwarded to P. W. Flower, Esq., No. 29, Bucklersbury, London, on application to whom the shares of such of those proprietors as may be desirous to dispose thereof may be obtained.

Mr. Lyons has also in reference to the above to request that those parties whose names have been entered at his office for Tickets which have not yet been paid for, will pay the amounts due for them immediately, as he cannot now insure their getting them beyond a few days.

SAMUEL LYONS, Auctioneer,

7716 George-street and Charlotte-place.

FOR SALE.

120 TICKETS IN THE EQUITABLE PARTITION OF THE BANK OF AUSTRALIA PROPERTIES At the Mart, King-street, BY MR. STUBBS.

N.B.—EARLY APPLICATION IS NECESSARY.

Extract—*Sydney Morning Herald*, 4th November, 1848, under the authority of the Directors:—

"The properties consist, almost without exception, of purchases from the Crown, and are consequently free of all but nominal quit-rents.—The titles are grants to the parties who mortgaged to the Bank.—The mortgages contain all the usual powers of sale.—The *dowers* are *barred*.—The Equities *redeemed* or *foreclosed*.—The quit-rents do not exceed £100 per annum on the £60,000 WORTH OF PROPERTY to be drawn for on the 1st January next.

The Tickets are all signed by FOUR DIRECTORS, Who are pledged to THE HOLDERS OF THE TICKETS That the drawing shall take place IN THE VICTORIA THEATRE, or in some other public hall, and that the manner of drawing shall be open, fair, and honest, without favouritism or the possibility of unfairness of any description whatever."

☞ Orders from the country will be punctually attended to by Mr. Stubbs, at whose office a record is kept of the names of the purchasers and the No. of the several Tickets registered to them.

Tickets £4 each. 7406

BANK OF AUSTRALIA PROPERTIES.

THE undersigned having still for sale a few Shares in the Plan of Distribution of the Bank Properties, would be happy to receive the orders of his country friends. The principal portion of the tickets are already sold, and the remainder meeting with rapid sale; early intimation of the number required would therefore be advisable.

Prospectuses and all other information forwarded upon application.

GEORGE A. LLOYD, Auctioneer and Agent.

City Mart, 474, George-street, Sydney.

November 23. 8219

TO INVALIDS.

BATH CHAIRS, for sale or hire at Charles Martyn's, Coach Builder, 240, Pitt-street. 8230

DENTAL CABINET.

MR. J. EMANUEL, Surgeon Dentist, continues to supply the deficiencies of Teeth, from one to a complete set, embracing all the latest Parisian improvements. Also, artificial palates on his own principle. Children's teeth regulated, teeth extracted, cleansed and stopped with pure gold. Relief for the teeth-ache and soothing syrup for infants' teething, sold in bottles, at 2s. 6d. per bottle. At home from 9 A.M. till 6 P.M.

☞ 220, Elizabeth-street North, eight doors from Hunter-street.

November 19. 7958

Auction Mart, George-street and Charlotte-place.

THE undersigned begs to inform the holders of tickets in the Equitable Plan of Partition of the Properties of the Bank of Australia, that the following gentlemen have consented to act as a Committee on behalf of the holders of tickets, to superintend the drawing of the tickets on the 1st of January next.

C. NICHOLSON, ESQ., M.C.
ROBERT LOWE, ESQ., M.C.
THE MAYOR
A. W. YOUNG, ESQ.
A. MICHIE, ESQ.
G. R. GRIFFITHS, ESQ.
ALDERMAN EGAN
COUNCILLOR LITTLE
ROBERT PORTER, ESQ.
DAVID JONES, ESQ.
MOSES JOSEPH, ESQ.
T. S. MORT, ESQ.
J. FAIRFAX, ESQ.

SAMUEL LYONS,

7617 Auctioneer.

WOOL SALES OF THE SEASON.

MR. STUBBS begs to inform his Friends, and Settlers generally, that he is now prepared TO RECEIVE AND CAREFULLY STORE, WOOL, TALLOW, HIDES, SKINS, AND OTHER PRODUCE, INTENDED FOR SALE AT HIS MART, KING-STREET.

☞ COMMISSION, ONE PER CENT. Sales on any day required. 8140

LACHLAN MILLS. WOOLWASHING AND FELLMONGERING ESTABLISHMENT.

WOOLGROWERS, Merchants, and others, are respectfully informed that the above establishment is opened with the view of effecting an improvement on the present system of sorting and washing wool in New South Wales.

The abundance and never-failing supply of the very best water at the Lachlan Mills, together with proper qualified sorters and workmen, will enable the proprietor to carry out its advantages on an extensive scale, with credit to himself as a Wool Stapler, and great advantage to those who may honour him with their support.

All skins and wool received at the Stores, No. 376, Pitt-street, or elsewhere in Sydney, and returned in shipping order.

J. H. ATKINSON.

November 20.

N.B.—Fleece Wool classed and repacked at the Stores, in Pitt-street, on the usual terms.

8068 J. H. A.

IRON COVE BOILING-DOWN ESTABLISHMENT, FIVE DOCK.

CATTLE, 7s. per head Sheep, 7d. ditto

Water carriage to any vessel in harbour.

W. NIMMO AND CO.,

8204 3, Jamison-street.

TO IRONMONGERS, CAPITALISTS, &c.

IRONMONGERY BUSINESS TO BE DISPOSED OF ON ADVANTAGEOUS TERMS.

THE Trustees of the Estate of the late Mr. Iredale, are now prepared to give every information, and to treat with intending purchasers for the sale of the Stock-in-Trade and Goodwill of this business, being the oldest and one of the most extensive and lucrative in the colony of New South Wales. 8207

REDUCED FROM £1 1s. TO 14s.

PLUNKETT'S AUSTRALIAN MAGISTRATE, a Guide to the Duties of a Justice of the Peace, with numerous forms; also an Appendix, containing the Rules and Regulations relating to the Crown Lands, the new Jury Act, the Laws of Landlord and Tenant with the Tenements Act, and Act for Facilitating the Granting of Leases, and the Recovery of Small Debts Act. New edition by Edwin Suttor, Esq., Barrister at Law. 8vo. cloth.

The undersigned respectfully desire to inform the Australian public, that they have bought the entire interest and stock of the above publication, which they have decided on offering for sale at the lowest price consistent with profit. It is almost unnecessary to remark that the utility of the work is conclusively established from the fact of the rapid sale of the whole of the very large impression of the first edition; indeed every individual connected with the colony by property, whether Settler, Banker, Merchant, or Trader, should be in possession of a copy.

COLMAN AND PIDDINGTON, Booksellers, Stationers, and Bookbinders, 485, George-street.

Directly opposite the Barrack Gate. 5565

THE GREATEST CURES OF ANY MEDICINE IN THE GLOBE.

HOLLOWAY'S PILLS.

A LOCAL CURE OF FITS

Extract of a Letter from Mr. Henry Whiting, Boot and Shoemaker, Red Bank, Stonequarry, February, 1847.

"Sir,—I have for many years past been troubled with the falling sickness, frequently dropping down at my work or in the street, and could get no relief from any one until I tried Holloway's Pills, and now by the use of them I am completely cured."

"To Mr. J. K. Heydon."

THIS WONDERFUL MEDICINE AN BE RECOMMENDED WITH THE GREATEST CONFIDENCE FOR ANY OF THE FOLLOWING DISEASES:—

Ague	Jaundice
Asthma	Liver Complaints
Bilious Complaints	Lumbago
Blotches on the Skin	Piles
Bowel Complaints	Prickly Heat
Colics	Rheumatism
Constipation of the Bowels	Retention of Urine
	Sore Throats
Consumption	Scrofula or King's Evil
Debility	Stone and Gravel
Dropsy	Secondary Symptoms
Dysentery	Tic-Douloureux
Erysipelas	Tumours
Female Irregularities	Turn of Life
Fevers of all kinds	Ulcers
Fits	Venereal Affections
Gout	Worms of all kinds
Head-ache	Weakness, from whatever causes,
Indigestion	
Inflammation	&c., &c.

These truly invaluable Pills can be obtained at the Establishment of Professor Holloway, near Temple Bar, London, of most respectable Vendors of Medicines throughout the civilised world, and of

J. K. HEYDON, Wholesale Agent, For New South Wales, Port Phillip, and New Zealand.

78, King-street, Sydney.

N.B.—Directions for the guidance of patients in every disorder are affixed to each box.

4625

SELLING OFF, AT FLOWER AND KEELE'S STORES, Durham-street, Bathurst.

THE undersigned beg to inform the inhabitants of the district that they are now selling off, previous to DISSOLUTION OF PARTNERSHIP, the whole of their extensive and varied stock, at and under PRIME COST, and will continue to do so until notice of sale by auction.

FLOWER AND KEELE.

Bathurst, November 14. 8042

NOTICE JAMES BARNETT, WATCH AND CLOCKMAKER, 90, KING-STREET, SYDNEY,

BEGS to tender his grateful acknowledgments to his numerous customers for the patronage he has received during the last seven years, and, on retiring from Sydney, takes this opportunity to announce that he has disposed of his shop and business to Mr. Thomas Hale, whose abilities will ensure a continuance of their favours.

November 20.

THOMAS HALE, WATCHMAKER AND MANUFACTURING GOLDSMITH,

In succeeding to the above business, desires respectfully to state that he will use his best endeavours to give satisfaction to his customers in every branch of the business.

Ladies' and Gentlemen's Geneva Watches accurately repaired and adjusted.

90, King-street, next door to Mr. Stubbs's Auction Mart. 8065

ELECTRO-MAGNETIC WONDER.

J. HITCHENS, Electro Plater Gilder, 82, York-street, opposite the Wesleyan Chapel, in returning thanks for the liberal support he has received since his arrival in the colony, begs to inform the public generally, that having at considerable expense fitted up an electro-galvanic apparatus on a more extensive scale, for electro-plating and gilding, he is now prepared to electro-plate any article however large.

The advantages which arise from this process are, that it is the only way by which any old plated goods may be re-plated, and restored to their original state and beauty; and by the above process any metallic articles may be either plated or gilt.

J. H. wishes it to be impressed on the minds of the public, that by galvanism a regular coating of fine gold or silver is deposited, and to as great an extent as may be thought proper.

PLATE CLEANED AND REPAIRED. Terms, cash.

N.B. Two daguerreotype apparatus for sale cheap.

Observe—82, York-street, is the only establishment in Sydney where such work can be done. 8192

HENRY PARKES, IVORY AND BONE TOY MANUFACTURER, AND FANCY WAREHOUSEMAN, *Hunter-street,*

HAS just received an assortment of new goods, comprising—

Elegant Chinese work tables fitted with ivory, China vases, pomatum jars in sets, rosewood work tables, leather and rosewood dressing cases, portable desks, fine violin boxes, musical boxes, accordions, rosewood and fancy work-boxes, China tea services, sandal-wood fans and card cases, rich China plates, large screw tamborines, chess and backgammon men, superior boxing gloves, &c.

An immense variety of Children's Toys, of the best description.

Also, Chinese Vermillion in any quantity.

No. 20, Hunter-street,

7493 Right hand from George-street.

CHEAP CLOTHING FOR CASH.

THE Undersigned, with the view of increasing his cash and diminishing his credit trade, is induced to make considerable reduction in his prices, as the brief sketch he subjoins will show. In doing so, he has endeavoured to avoid the complicated way of quoting from one price to another and *upwards*, he will confine himself to one price, for which he will warrant the materials to be of the very best quality, and flatters himself the cut and workmanship will be second to none in the colony.

To prevent misunderstanding with his old friends and patrons, (to whom he is grateful for the liberal support he has received since his recommencement in business), it is to be distinctly understood the prices quoted only apply to those who pay cash on delivery, as the old prices will be charged in all cases where they are booked.

CASH PRICES FOR CLOTHING OF THE VERY BEST QUALITY:—

	£	s.	d.
Frock coat, any colour	3	5	0
Dress coat, any colour	3	0	0
Shooting coats, English or colonial tweed	1	5	0
Black cassimere or doeskin trousers	1	7	6
Shrunk drill, white or brown ditto	0	15	0
English or colonial tweed ditto	0	14	0

On inspection, every other article of clothing will be found at the same reduced rate.

Address—

M. O'NEILL, Tailor and Clothier.

555, George-street, opposite Bridge-street, and next the Bank of Australasia. 7652

SUMMER HATS.

B. MOUNTCASTLE has added to his extensive assortment a few cases of PRITCHARD'S CELEBRATED DRAB BEAVER HATS; being light and cool, they are admirably suited for gentlemen's wear during the hot weather

A few children's Jenny Lind hats, elegantly trimmed

All kinds of hats manufactured to order as usual.

An extensive assortment of all descriptions of cloth, silk velvet, and fancy caps.

N.B.—A considerable allowance to the trade.

French Hat Manufactory,

7915 77, Market street.

NOTICE.

WE, the undersigned, have this day entered into partnership for the purpose of carrying on the business of drapers, hosiers, haberdashers, &c., under the name and style of Charles Appleton and Co.

(Signed CHARLES APPLETON, THOMAS WISEMAN.

November 1, 1848.

No. 438, George-street, one door from King-street. 8084

OPEN THIS DAY.

THE undersigned have much pleasure in acquainting their friends and the public in general, that having taken the house lately occupied by Mr. Dobson, 438, George-street, they have THIS DAY opened the above with a new and well selected stock of DRAPERY, HOSIERY, HABERDASHERY, SLOPS, &c., comprising all that is generally kept by the trade.

Country storekeepers and settlers will also find at this establishment all that is required by them on most reasonable terms.

The prices of all goods will on inspection, we feel satisfied, be found as cheap as at any other house—trusting that by small profits, civility, and attention, to merit a share of the public patronage so liberally bestowed to our predecessor.

CHARLES APPLETON AND CO.

November 21, 1848.

438, George-street, one door from King-street North.

A list of New Goods, received per General Hewitt, will appear in a future advertisement. 8085

HIGHLY IMPORTANT NOTICE. EIGHTY-TWO (82) PACKAGES NEW DRAPERY AND SLOPS, EX GENERAL HEWITT.

DAVID JONES AND COMPANY have much pleasure in calling the attention of their numerous connexions and the public generally to the following extensive Importations of New Summer Drapery and Slops, selected expressly for this market, the whole of which will be landed and ready for inspection on Thursday, the 23rd instant.

To make room for further importations shortly expected, the whole will be cleared off at the smallest advance upon the cost price:—

8 Bales white shirtings
3 Ditto ditto longcloths
2 Ditto ditto domestics
2 Ditto ditto double warped ditto
4 Ditto 30, 33, and 36 inch brown calicos
4 Ditto 68 and 72 inch ditto ditto
2 Ditto white counterpanes
1 Ditto 5-4 stout navies
3 Ditto rich Brussels carpets
2 Ditto handsome rugs
10 Cases 7-8 fancy prints and plates
4 Ditto 9 8 ditto ditto ditto
1 Ditto 9-8 real French ditto
1 Ditto 8-8 very choice printed muslins
2 Ditto ditto ditto muslin ginghams
1 Ditto ditto ditto balzorines
2 Ditto drab and white cords
2 Ditto drab moleskins
1 Ditto rough hollands
1 Ditto ditto lawns
1 Ditto dressed brown hollands
1 Ditto checked ditto ditto
1 Ditto black Orleans and alpaccas
1 Ditto ditto Coburgs and twills
2 Ditto drab Orleans and lustres
1 Ditto drab and sky Coburgs
1 Ditto printed and checked de laines
1 Ditto printed furnitures
1 Ditto ditto ditto linings
2 Ditto white and coloured roll jaconets
2 Ditto cotton ticks
1 Ditto 36 to 54 printed Venetian blinds
1 Ditto cotille and satin stays
1 Ditto black fringes and gimps
1 Ditto gauze and satin cap ribbons
1 Ditto black and fancy silks, satinettes, mories, glacies, &c., &c.
1 Ditto 4-4 and 6-4 patent black crapes
6 Ditto fancy straw bonnets

George-street,

8102 Opposite the Post Office.

NEW GOODS, EX ELIZA MOORE, TRAFALGAR, AND WEST INDIAN.

THE undersigned has just opened and marked the remaining portion of his shipments by the above vessels, which will be found to comprise a complete assortment of goods suitable for the present season, which have been marked at a trifling advance on the cost price, to ensure a speedy sale, and would particularly call the attention of FAMILIES to a small lot of

Real linen sheetings, in all widths, from 1½ to 3 yards wide
Horrocks's, and other superior makers', shirting calicos
Furniture dimity
Huckabacks, diapers, &c,
Rich black and coloured satinets
Rich striped ducapes of the newest styles
A small quantity of very superior South Sea Island ARROWROOT, in 4, 6, and 10 lb packages.

GEO. CHISHOLM,

7807 253, Pitt-street.

SLOPS.

G. CHISHOLM has received by the late arrivals, and just opened—

Five cases double stitched moleskin trousers
Two bales blue serge shirts
Two best heavy Scotch twilled ditto
One ditto duck trousers
One ditto frocks
With a complete assortment of blankets, rugs, ticks, osnaburghs, regatta and white shirts, lambs-wool, merino, and cotton drawers and shirts, and other goods suitable for settlers and country storekeepers; all which he is determined to sell as cheap as any other house in the colony.

253, Pitt-street. 8172

☞ TO THE LADIES.

BONNET WAREHOUSE REMOVED FROM NO. 273 TO NO. 265, PITT-STREET, NEAR THE LATE PREMISES OF MR. FARMER, THE CELEBRATED DRAPER.

MRS. LENEHAN begs to tender her sincere thanks to the Ladies of the colony for the flattering patronage she has experienced at their hands since her commencement in the Straw Bonnet department, at No. 117, King-street, (late Hordern's), and she respectfully apprises them that the motive of her present removal is to obtain suitable and convenient premises for their accommodation, (for which Mr. Moffitt's Buildings are celebrated).

When she re-opens, she confidently assures the ladies who want fashionable and economical Straw Bonnets and Hats, that she has opened something of a new arrival, not yet seen in the colony.

November 21. 8163

TO NEW ZEALAND AND ISLAND TRADERS.

ON SALE at the Stores of the Undersigned—

Wheat mills
Tomahawks, bright and black
Adzes
Planes

At low prices, suitable for the above mentioned trades.

THOMAS WOOLLEY,

8193 George and King streets, Sydney.

AMERICAN GOODS, EX ROBERT PULAFORD.

ROCKING CHAIRS, 14s. each
Painted pails, 2s. each
Painted tubs, 3 to the nest, 30s.
Warranted clocks, brass works, 30s.
Corn brooms, 1s. 3d. each
Painted chairs, 50s. per dozen
Clothes pegs, 6 dozen for 2s.

Dissected maps of different countries, 4s. each
Mitchell's selected M barrel pens, in half gross boxes, at 3s. 6d. per box
Hardwidge's superior "Queen's" needles
Morocco leather card cases, from 1s. each
Wax Vesta matches, 3d., 4d., and 6d. a box

White metal table candlesticks
Ditto chamber ditto with snuffers, 5s.
Britannia-metal teapots, new patterns
Ditto salt cellars, 1s. 6d. per pair
Ditto spirit measures, 10s. 6d. per set
Jelly moulds in great variety, from 2s. each
Dish mats, 5s. a set
Wire dish covers in sets
Block tin ditto

Parlour fenders, from 7s. 6d. each
Sets fire-irons, 7s. 6d.
Hearth brooms, 1s 6d.
Door scrapers, from 2s. each
Japanned tea trays, 3s. each
Double brass bedsteads, £6 10s.
IRON BEDSTEADS of all sizes
Hair and flax mattresses
Now on sale at

R. NOTT'S, General Ironmongery Stores, 522, George-street, Opposite the Old Treasury.

N.B.—BATHS on sale or hire. 7177

ON SALE, by the undersigned—Broadwood's superior Pianofortes, NOW LANDING,

Two Cottage Pianos } With all late improvements.
Two Square ditto }

JOHN G. COHEN, Auctioneer and Broker,

8106 490, George-street.

BANK OF AUSTRALASIA.

THE public are respectfully informed that a New Grocery Store was opened by the undersigned on Friday last, directly opposite the above Bank.

The principles upon which it is established are sure to be appreciated by families and the public generally—no chicanery will be practised, nor will any ticketing be had recourse to.

Orders, whether in town or country, will be executed from the best goods in the market, which will be sent full weight, of superior quality, and charged very low.

Families are respectfully informed that this Store is not connected either directly or indirectly with any other establishment in Sydney or elsewhere, and that the number of the premises,

552,

Is conspicuously painted on either side of the doorway, and on the front of the house.

A TRIAL

Is respectfully solicited, particularly from those families in the neighbourhood.

J. BETTRIDGE AND CO., Family Store.

552, George-street,

Opposite the Bank of Australasia. 8046

EX GENERAL HEWITT.

ON SALE,—

Ginger-beer corks
Wine ditto
Sponge, assorted
6 hogsheads hollowware

GEORGE REES.

Macquarie-place, November 22. 8119

FOR SALE BY THE UNDERSIGNED—

Oilmen's Stores, small assorted invoices.
Crates of crockery
Curled horsehair
Cases bleached Irish linens
Heavy kangaroo skins
Manila patent rope, small sizes.

THACKER AND CO., Fort-street.

November 18. 7663

FOR SALE BY THE UNDERSIGNED—

Teas, ex Thomas Fielden.

Fine hysonskin, in chests, half chests, and tencatty boxes, ex Thomas Fielden and London—

Congou, in chests and half-chests.

Sugars—

Dry bright Pampanga
Very superior Taal, well-drained
Ration sugars, Java and China.

THACKER AND CO., Fort-street.

November 18. 7961

FOR SALE by the undersigned,—

Tea, hysonskin, congou, ex Angelina.
Ditto imperial, hyson, and twankay
Parchment 18 x 27 and 20 x 27
Grocers' and drapers' wrapping paper, post ditto
Millboards
Canvas, twine and shoe thread
Davies' boots and shoes
Ash and lancewood shafts
Thrashing machines and drill ploughs
Scales and weights
Window glass
Hoop iron 2¼ and 2½ inch
Tobacco, Barrett's, in tierces and half tierces
Irish and Hambro' pork
Mustard and blue, Colman's
Coffee—Manila, Ceylon, and Jamaica
Black pepper
Kent and Sussex hops
Martell's brandy, pale and dark
West India rum
Hunt's treble diamond port wine
Ditto bottled, quarts and pints
Sherry, in quarter-casks
Lisbon wine, in hogsheads and quarter-casks
Madeira, in ditto
Ind, Coope, and Co.'s ale, pale and strong, in hogsheads and barrels
Curled horsehair
Striped shirts
Woolpacks and three-bushel bags

7308 LAMB PARBURY, AND CO.

WINES, &c.

DUFF GORDON'S sherry, in wood and bottle
Burdon and Gray's ditto, ditto
Brown Sherry
Old Port, in wood and bottle
Teneriffe
Tarragona
Liqueurs—A small invoice assorted, in 1 dozen cases
Jamaica rum
Islay whiskey

Negrohead Tobacco, in kegs

W. NIMMO AND CO.,

8203 3 Jamison-street.

DEVONSHIRE Champagne Cider, in 3 dozen casks

PRINTING INK,

Shackell, Lyons, and Edwards's Ink, direct from the manufactory, in two dozen pound soldered tins.

W. NIMMO AND CO.,

8202 3, Jamison-street

SPRING STEEL, SPRING STEEL.

NOW LANDING, in first-rate condition, and for sale at the stores of

THOMAS WOOLLEY, 430, and 432, George-street.

Iron Yard King-street.

WOOL TEAMS.

THE return wool teams will always find loading at S. Peek and Co.'s Stores, George and Pitt streets.

Settlers supplied as usual with the best goods in the market, at the lowest prices.

The present stock includes ration and other sugars, teas, groceries generally, and wines, spirits, and bottled ale and porter.

Also,

Rock salt and bluestone.

S. PEEK AND CO.,

8047 Importers and Dealers.

TO COUNTRY STOREKEEPERS AND PUBLICANS.

FOR SALE BY THE UNDERSIGNED—

20 Hogsheads Martell's brandy, vintage of 1844 and 45
50 Hogsheads West India rum
30 Colonial ditto, 28 to 30 o.p.
100 Cases gin (proof)
40 Quarter-casks Hunt's diamond port
20 Ditto } Sandeman and Co.'s Old
10 Hogsheads } Port, ex Kelso.
12 Ditto } Ditto ditto fine Sherry, ex
20 Quarters } St. George.
10 Hogsheads ditto ditto Marsala ditto
10 Hogsheads Teneriffe.

BEAMES AND KEELE, George-street.

8044

TO COUNTRY STOREKEEPERS AND OTHERS.

ON SALE BY THE UNDERSIGNED—

Fancy regatta shirts
White longcloth and Scotch twill ditto
White moleskin and cantoon trousers
Check and rough holland blouses
New printed muslins
Brown and white drills
One case gloves, assorted
One ditto buttons, sporting, gambroon, &c.

BEAMES AND KEELE, George-street.

8043

FOR SALE,

25,000 FEET SPLENDID CEDAR, suitable for any market—length and dimensions unequalled in Sydney,—now lying on the Flour Company's Wharf. One thousand upwards.

7878 S. D. NORRIS.

SHIPPING INTELLIGENCE.

ARRIVAL.

November 22.—Charlotte, ship, 535 tons, Captain Affleck, from Liverpool the 23rd July.

DEPARTURES.

November 22.—Emma, brig, 139 tons, Captain Puckley, for Hobart Town. Passengers—Mr. and Mrs. Oldham, Rev. A. Morrison, Miss Hart, Mr. Moorfield, Mrs. Murphy, Miss Day, Mrs. Ball, Mrs. Donelly and four children, Mrs. Hall, Mrs. Barnett, Mrs. Garner, Mr. Aitken, Ensign Smith, and six rank and file of the 99th Regiment.

November 22.—Deborah, schooner, 121 tons, Captain Bliss, for Auckland. Passengers—Mr. W. Hughes, Mr. H. Bell, Mr. Desentis, son, and servant, Mr. and Mrs. Austin and six children, Mrs. Johnstone and child, Mr. Ewen, Mr. A. Mitchell, and Mr. King.

November 22.—Brothers, schooner, 63 tons, Captain Dockray, for Portland Bay and Port Fairy. Passengers—Mr and Mrs. Birmingham, James Duff, and George Roberts.

PROJECTED DEPARTURES.

This Day.—Freak and Emma, for Adelaide; West Indian, for Guam.

To-morrow.—Scout, for Hobart Town.

COASTERS INWARDS.

November 22.—James and Amelia, 31, Higgins, from Newcastle, with 40 tons coals; Primus, 38, Somerville, from Newcastle, with 50 tons coals; Defiance, 15, Mackenzie, from the Hawkesbury, with 400 bushels maize, 1 ton bark; Ann, 10, Anderson, from Pittwater, with 7 bags onions, 250 bushels shells; Peacock, 15, Chapman, from the Hawkesbury, with 800 bushels maize; Somerset, 9, Lowrey, from Brisbane Water, with 200 bushels shells.

COASTERS OUTWARDS.

November 22.—Phœnix, steamer, 108, Wiseman, for the Clarence River, with sundries; Primus, 38, Howard, for Newcastle, in ballast; Young Queen, 31, Maw, for the Hunter, in ballast; Prosperous, 17, Roberts, for Morpeth, with sundries; Jane Williams, 33, Young, for the Hunter, in ballast; Ann, 10, Anderson, for Pittwater, in ballast; James and Amelia, 31, Piggins, for Newcastle, in ballast; Eclipse, 21, Luther, for the William River, in ballast; Somerset, 9, Lowrey, for Brisbane Water, in ballast; Rosalind, 15, Ringland, for Jerringong, with sundries.

IMPORTS.

November 22.—Charlotte, ship, 535 tons, Captain Affleck, from Liverpool: 1 case cutlery, Isaac Levey; 8 cases cottons, 30 tons rock salt, James Buchanan; 6 barrels, 119 half-barrels, and 236 quarter-barrels gunpowder, Charles Scott; 400 deals, 38 casks soda ash, 200 barrels rosin, 50 barrels pitch, 19 cwt. bacon, 70 barrels pork, 410 tons salt, Smith Brothers; 9 barrels and 19 boxes oilman's stores, 4 bales printed cottons, 5 hogsheads, 11 tierces, and 13 quarter-casks Marsala wine, Rowand, Macnab, and Co.; 53 bundles shovels and spades, R. M. Robey; 2 cases linens, J. Macnamara: 1 box wearing apparel, Captain Jenner; 1 barrel Chinaware, Officers 99th Regiment; 10 bales coloured cottons, Gilchrist and Alexander; 3 cases printed books, 2 cases paper, Griffiths, Fanning, and Co.; 1 case stationery, 1 case printer's ink, Swain, Webbs, and Co.; 1 truss wearing apparel, R. Howarth; 16 barrels rosin, 6 tons cables, R. W. Robinson; 20 crates earthenware, Buyers and Lochhead; 3 cases saddlery, 1 case spars, George Thorne and Co.; 1 case wearing apparel, T Potter; 1 case paper, C. P. Corrie; 3 casks nails, 3 bundles spades, 3 casks holloware, 1 case saws, L. Iredale; 50 half-tierces tobacco, 1 hogshead brandy, 1 hogshead Geneva, 6 cases straw hats, Order.

EXPORTS.

November 22.—Freak, brig, 245 tons, Captain Simpson, for Adelaide: 200 sacks maize, 50 dozen pails, J. B. and G. Were; 4 cases hats and saddlery, James Forbes; 5 cases fruit, T. Fox; 14 packages furniture, John Wells; 100 boxes soap, J. C. Catten; 80,000 feet cedar, 8000 feet pine, 70 tons coals, 20 tons stones, 37 boxes soap, 3 cases plants, 10 drays, 9 dray poles, T. B. Simpson; 4 carboys vitriol, 1 case wine, 4 bars iron, 2 half-tierces and 6 kegs tobacco, J. Billerwell; 2 bales leather, 1 cask sherry wine, 1 cask glue, R. Gill and Co.; 20 boxes soap, 20 cases pickles, 6 cases drapery, Isaac Levey.

SHIPS' MAILS.

Mails will be closed at the Post Office as follow:—

For Adelaide.—By the Emma, this day, at noon.

For Hobart Town.—By the Scout, to-morrow, at 10 A.M.

For Auckland.—By the Louisa, on Saturday evening, at six.

For Hongkong.—By the Emperor, on Saturday evening, at six.

DIARY.

MEMORANDA FOR THIS DAY.

November		SUN rises	SUN sets	HIGH WATER morn	HIGH WATER even
23	THURSDAY	5 2	6 58	6 51	7 13

Moon, new, Nov. 26, 34 m. past 7, A.M.

ROYAL VICTORIA THEATRE.

This Evening, November 23.

For the benefit of Mr. and Mrs. ROGERS.

Mr. and Mrs. Rogers in again appealing to their Friends and Patrons, the inhabitants of Sydney and its vicinity, rely with confidence on receiving a repetition of that kind patronage and support so liberally afforded them on their previous benefit. The Entertainments will commence with the Drama, in three Acts, (from the pen of J. B. Buckstone), called GREEN BUSHES; or, A HUNDRED YEARS AGO. Jack Gong, Mr. Rogers; Nelly O'Neil, Mrs. Rogers. Grand Pas de Quatre, "the Truandaise," Miss Hart, Misses Griffiths, and Signor Carandini. New Irish Comic Song, "Norah M'Friskey," Mr. Hambleton. Mr. Rogers will appear (on this occasion only), as the Ghost of that much esteemed, exceedingly regretted, greatly lamented, amusing, eccentric, poetic, and universally admired cosmopolitan, Billy Barlow, giving his opinion of matters in general. Song, "Jeannette and Jeannot," Madame Carandini. To conclude with the Farce, entitled SONS AND SYSTEMS. Mr. Sowerby, Mr. Rogers; Blanche, Mrs. Rogers.

Tickets to be obtained of Mr. Wyatt, Victoria Hotel; Mr. Skinner, Skinner's Hotel, George-street; and of Mr. Rogers, at his residence, 16, Phillip-street, where, and at the Theatre, boxes may be secured.

THE

Sydney Morning Herald.

THURSDAY, NOVEMBER 23, 1848.

"Sworn to no Master, of no Sect am I."

LAW INTELLIGENCE.

SUPREME COURT.—Wednesday.

Before the Full Court.

SMITH AND OTHERS v. SALTING AND OTHERS.

(On Appeal.)

The Chief Justice: This case has been already, in its different stages, once or twice before the Court; but the facts on which the question now for decision depends, are very simple. The plaintiffs are the assignees of John Hosking, an insolvent; from whom, before the insolvency, the defendants received certain consignments of wool, on which they made him advances. The defendants sold the wool; and the proceeds, it is undisputed, more than satisfied the amount of the advances—leaving therefore a balance in their hands. The bill was filed, for (among other things) an account of the advances and sales, and for payment of the balance over to the plaintiffs. The defendants, admitting the preceding facts, claimed in their answer a right to set that balance against, (or, in other words, to pass it to the credit of,) certain other advances, made by them on the joint and several account of John Hosking and John Terry Hughes. For the amount of these last-mentioned advances, the defendants held as security very considerable property, belonging to Hosking and Hughes jointly; of which some was mortgaged, and some consigned to the defendants. The advances on the joint and several account, however, had been very heavy; and a large sum, after crediting the balance so due separately to Hosking, was (or was alleged to be) still due to the defendants.

The first point of contest was, whether they were entitled to set off the joint and several, against the said separate debt. The claim was made, under the 37th section of our Insolvent Act; which enacts, that, where there are mutual debts between the insolvent and any other person, on which a set-off can by law be pleaded on either side, the Commissioner taking the proof of debt shall state the account between them, and set one debt against the other: and that what shall appear due, on the balance of such account, and no more, shall be claimed or paid. The Primary Judge held, on the hearing, that the defendants were entitled to the set-off in question, under that enactment; and the following, on this point, were the terms of the Decree:—"His Honor doth declare, that in taking the accounts hereinafter directed, credit ought to be given to the defendants, for all moneys which may be due to them, on the joint and several covenant" of Hughes and Hosking. And it is referred to the Master, "to take an account of all dealings in the pleadings mentioned, between the said Hosking on the one side, and the defendants on the other side; including an account of what is due to them, under the said joint and several covenant of the said Hughes and Hosking; and, in taking the said account, the master is to give credit to the defendants, for all money which may be due to them under the said joint and several covenant"—debiting the defendants, on the other hand, "with all money paid to or received by them," under an indenture mentioned in the pleadings, of the 4th September 1843; by virtue of which, considerable sums of money, the proceeds of the joint property, had been realized by the defendants. The Decree, having thus allowed the claim of set-off, was appealed from, but confirmed; and the accounts directed have, to a certain extent, been gone into.

Since the date of the Decree, however, it would seem, very many sums have come into the hands of the defendants, on the joint account of Hughes and Hosking, being the produce of their joint estate, in the possession of the defendants as mortgagees or consignees thereof; the amount of which, it is surmised, added to the previous receipts, will suffice to liquidate the joint and several debt, without recourse to the set-off of Hosking's balance. The question is, whether an account of these subsequent receipts shall be taken. For the plaintiffs it is contended, that by the terms of the Decree, and according to the principles on which accounts are taken in equity, it ought to be; and of this opinion was His Honor the present Primary Judge.

I have considered all the arguments on that side of the question, and the authorities cited—which, however, do not throw much light upon it; and I cannot arrive at His Honor's conclusion. It appears to me, that for the determination of this suit, under the Decree, there are but two questions; first, whether any balance was or is due to the estate of Hosking, on the separate transactions between him and the defendants; and secondly, if any, whether the amount of that balance, at the date of the latest item going to compose it, was met or more than met by the then state of the joint and several account, against which the defendants claimed to set it off. To permit the plaintiffs to enter into the joint transactions, or to allow the Master to take accounts of the defendants' receipts, from the joint property, subsequently to the striking of that balance, would be in effect to defeat the set-off entirely. In suits for an account, no doubt the ordinary course in Equity is—and would be, under a decree worded like the present,—to take the accounts up to the time of the Master's Report. But that course might be followed, in this case, in respect of all that the bill is filed for, without objection. The plaintiffs are not entitled to any account except of the separate transactions with Hosking. Neither did they ask for any other. But the defendants say, whatever may be due to you in respect of those transactions, will be found covered by the then amount of our advances, after allowing for all then receipts on the joint and several account; and we claim to set the said amount off against you. It thus became necessary to ascertain whether that set-off existed or not; and, to this extent, the state of the joint and several accounts had to be investigated. These accounts, however, are taken, not as the subject matter of the suit, but as incidental to the defence; and so, the ordinary rule as to the taking of accounts in Equity does not apply. If subsequent items are to be gone into, when is the inquiry to terminate? When the separate balance, with which alone the plaintiffs have to do, shall have been overtaken?—or is it to continue, according to the rule contended for, up to the date of the Report? For what purpose should it thus be prolonged? The plaintiffs, being the assignees of Hosking's separate estate only, can have no claim to the balance which may be found due; and the assignees of the joint estate of Hosking and Hughes, to whom any such balance will belong, will not be bound by the result.

There is this further objection to the proposed inquiry; that the advantages of it are not mutual. Had the state of the joint and several account, at the time of the accruing of the separate balance,—or, at all events, at the date of the Answer, or the Decree,—been the other way, I take it to be clear that the defendants could not, by showing advances since those dates, acquire a right of set-off; and thereby create for themselves an *ex post facto* defence. The case of subsequent payments, or other charges, on the separate account, would stand on a different footing. These are self-acting; and the state of the account is at once affected by them. But a set-off, by our law, has no such quality. To operate as a defence, it must be relied on as such; but, to be relied on, it must previously exist. Let it be supposed, that when the Decree in this cause was made, the defendants were admitted debtors to the joint estate, as well as to the estate of Hosking; but that, from subsequent advances, while the separate account was under investigation, the balance of the joint one had turned in their favour. I take it to be clear, that the Master could not for that reason enter into the joint accounts, however anxious the defendants might be to get the benefit of a set-off. Why then should they lose the benefit of a set-off, existing at the time of the answer, and claimed by it as at that time a defence, because of a change *conversely* in the state of the joint account, arising from subsequent receipts on that account?

It is little to the purpose to say, that by this means the creditors of the separate estate will receive Hosking's balance, while the creditors of the joint estate will be prevented from sharing, in what properly does not belong to them. This is to assume the very point in debate. For that which properly belongs to either class of creditors, is a matter depending on the right decision of a question of law. The defendants advanced money to Hosking. They also advanced money to Hosking and Hughes; for which, they stipulated that each should severally be liable, as well as both jointly. They were, therefore, as much creditors of Hosking, individually, in respect of the money advanced on the joint and several, as in respect of that advanced on the separate account. That was the position, for which the defendants contracted; and when, consequently, on the balance of the separate transactions, a *surplus* arose, they had a clear right to apply it, as far as it would go, in liquidation of the other debt of Hosking—that, namely, which was due by him on the joint and several account. The effect of that application was, of course, to reduce *pro tanto* the joint debt, and thereby to release, sooner or later, an equal amount of the joint property. But what injustice, in any sense, is by that means inflicted on the other separate creditors, I am at a loss to comprehend. The defendants simply paid themselves, in preference to handing over the money to others. They were not bound to wait, till the proceeds of the joint property paid them. And if the effect of the appropriation has been, that those proceeds now (by reason of receipts since the Decree) more than equal the joint debt, irrespective of the surplus on the separate account, so that there is a balance in the defendant's hands, to the credit of the joint estate, greater than the amount of that surplus, I cannot see why that should alter their position. The rights or claims of other parties are not to prejudice the defendants' rights. But what the plaintiffs contend for is this. Although Hosking owed you money on the joint and several account, when the separate transactions closed with a balance on them in his favour—and although you then set off those claims against each other, as you had a right to do—yet now the joint estate is sufficiently your creditor, to admit of a new operation; and therefore you shall pay yourselves Hosking's joint and several debt, not partly by the joint property of Hosking and Hughes, and partly by the surplus formerly in your hands arising from Hosking's separate property, but you shall pay yourselves by the former exclusively. In other words, you shall recall your set-off, because such better suits our purpose; and, dividing the balance now in your hands to the credit of Hosking and Hughes, you shall hand over Hosking's original surplus to us, and credit the estate of Hosking and Hughes with the remainder only. Such is clearly the object of the plaintiffs, in seeking to carry on the accounts to the present date; and it appears to me, that to give effect to it would be to sacrifice a positive and acknowledged right, to considerations of very questionable equity. It was urged as a sort of injustice, that Hosking's separate estate should pay any portion of a joint debt; and was suggested, that a creditor who can pay himself such a debt out of joint property, should not resort to the separate estate or funds—since he thereby changes the respective assets of the estates, and so affects the interests of third parties. But with all this, as I conceive, the defendants have nothing to do. The debt being joint and several, they were entitled to look to both estates; the right of set-off, in respect of any balance due to the separate estate, followed; the defendants have been allowed to exercise that right; and the only question now is, having regard to the terms of the Decree, what is the effect of that allowance?

I am of opinion that the effect was, to enable the defendants to set off against whatever balance should be found due to Hosking, on the taking of the separate accounts, (those accounts being taken in the usual manner, and according to the ordinary rules,) whatever sum or balance should then be due them, on the joint and several account; and that, consequently, the state of such lastmentioned account, at any subsequent period, is not a matter for inquiry. I quite accede to the position, that the question is to be decided by the *Decree*; for, in this stage of the cause, its directions are not open to dispute. But, if the terms be doubtful, or susceptible of two constructions, that construction should be adopted which will sustain a legal right, rather than that which will defeat or deny it. For this reason, it appears to me most material to determine, in the first place, what the right here really is; and then to examine the Decree by the light thus obtained, and see if that right cannot, without violating the terms of the Decree, be upheld. Now I feel no difficulty on either of those points. I think that the defendants had a right to set off, against any balance ascertained to be due separately to Hosking, whatever balance might then be due to them, on the joint and several account of Hosking and Hughes; and I think that the Decree contains no terms, or direction, which can reasonably be understood as opposed to the allowance of that right. The effect which this involves, of diminishing the assets of one estate, while it increases those of another, is (as I have already observed) beside the question. It might have been a sufficient motive, to induce the defendants to abstain from insisting on their set-off; but it *has* been insisted on, and allowed. And if the effect eventually be, to benefit the creditors of the joint estate, at the expense of Hosking's separate creditors, there is only so much the more reason for caution; lest that, to which the former have acquired a legal right, should by an act of ours be taken from them.

The Decree directs an account of all dealings between Hosking and the defendants, "including an account of what is due to them under the joint and several covenant." These words plainly indicate, or have reference to, the particular amount which might *then* be due to the defendants. They would, consequently, if not construed by other rules, fix the terminating point of inquiry at the date of the Decree. But, as the well known rule is, in suits in Equity, to take the accounts (that is, those sought by the bill,) up to the latest date—so as to include all items of receipt or payment, to the time of the Master's report, I think the words "what is due" may be taken to mean, what at the time of any such item *may be* due. And this will be in accordance with the terms which follow; directing the Master to give credit, in taking the account, for all money "which may be due" to the defendants, on the joint and several account. It is said, however, that these words "may be" due, being the same used in the previous part of the Decree, refer inevitably to a future time; and so, that the direction is to take the joint and several account, up to the last date at which *any item in that account*, as well as in the separate account, shall be found. This seems to me not to be the necessary or the natural meaning of the words. The suit is for the taking of the separate account, and nothing more; and according to the general rule, whatever sum may be found due on that account, on either side, will be ordered to be paid. But, against any balance which may be found due by them, on that separate account, (taken to the latest date, according to the usual course), the defendants claim a right of retention, by reason of a set-off. The set-off arises out of a distinct matter; to wit, a joint and several account. The Decree, in dealing with that right, uses indiscriminately the words "what is" due, and the words "what may be" due; meaning in each instance, as I think, the same thing—what is due, or what may be found due. In speaking of an unsettled account, the phrase would be a common one. "I will pay what may be due to you." This would surely be understood to mean, not what might *become* due, but what (if anything) was or might then be due, at the moment of speaking

But the Decree, it is said, in directing the taking of the separate account, includes the joint and several one as a portion of it. In other words, the Decree directed accounts to be taken, (and therefore in the ordinary way, and according to the ordinary rules,) of joint and several dealings, in respect of which the suit was not instituted, because, when directing accounts of Hosking's dealings, for which the suit was instituted, it goes on to direct accounts necessary to ascertain the existence of a set-off, by the use of the word "including" in reference to the last-mentioned accounts. As if a defence could be got rid of, and the exercise of a legal right be defeated, by an inaccurate expression; or an expression were to be construed, without reference to the context and subject matter. The decree directs "an account of all dealings in the pleadings mentioned, between Hosking on the one side and the defendants on the other; including an account of what is due to them, under the joint and several covenant."—A previous clause declares, that, "in taking the accounts hereinafter directed, credit ought to be given the defendants for all moneys" which should be due to them on that covenant. The nature of the case shows, that two accounts were here contemplated; for by no possibility, notwithstanding the terms used, could either account be included in the other, however much the one might be operated on by the state of the other. An account of dealings between the defendants and Hosking, for instance, would be an account of separate transactions; and so, could not embrace an account of moneys due under the covenant—which would arise, exclusively, out of the joint transactions, between the defendants and Hosking and Hughes. And, if the words used had the effect contended for, the clause declaring the defendants entitled to credit, in respect of moneys due under the covenant, was superfluous. Were the account of the defendants' dealings with Hosking, as supposed, to include an account of those moneys, the giving of the credit in question was a necessary incident; and an indiscriminate balance would have been struck, as a matter of course.

It appears to me, however, that no such balance can be struck, under the authority of any portion of the Decree; and that, if it cannot, it were idle to go into the joint dealings, any further than shall be necessary to ascertain, whether the set-off claimed was in fact due or not. Where an account is sought to which the plaintiff is entitled, it is taken to the last moment, to avoid a second suit for the same matter; and both parties are actors, because, whichever way the balance be found due, whether to the plaintiff or the defendant, a Decree may be taken for it. But here, in respect of the joint and several account, there is no such mutuality. The defendants cannot have a Decree, (I take it to be clear,) for any balance due to them on that account,—though Hosking be severally liable for it,—because the separate transactions alone form the subject of the suit; and because, also, most clearly no Decree could be had against them for the balance, were it the other way—not the plaintiffs, but the assignees of the joint estate only, being entitled to it. The joint and several account, in short, is not in issue, except as matter of defence; and the state of it at a given time must determine the question, whether it will form an effectual defence or no. Now it is a defence given by a positive enactment; and that enactment must be our guide. The Court is placed, by the effect of that enactment, in the same position as the Commissioner in Insolvency; who is, in taking the proof of a debt, to deduct the amount of any legal set-off from it, and to allow the balance only. Let it be supposed, then, that these defendants offered proof against Hosking's estate, of the debt at that time due them by Hosking and Hughes; and that the then amount of that debt was £10,000, while at the same time they owed Hosking's estate, separately, £2000. They would then have been entitled to set off, (or in other words retain in their own hands,) that £2000, by reducing their proof against Hosking to £8000. It seems clear, from the very nature of that operation, that the effect of the setting off of the smaller sum would be *eo instanti* to extinguish so much of Hughes and Hosking's debt. Let it now be supposed, that afterwards certain assets in the defendants hands become realized, the property of Hughes and Hosking, to the full amount of the £10,000. Will it be contended, that the effect of this would be to render nugatory the previous operation? Is not the obvious effect this, that, as no more than £8000 remained unpaid, no more can legally be deducted from the assets? It seems plain to my apprehension, that such would necessarily be the result; and that the surplus would belong to those, whose property it would represent. Let any lawyer consider what defence could be made, were Hughes and Hosking's assignees to sue the defendants, under such circumstances, for that surplus. We will now put the converse of the last case; and suppose that the defendants were insolvent, and that Hosking sought to prove his separate £2000 claim. The Commissioner would have to set off against it, the whole £10,000 then due; and the effect would necessarily be, an extinguishment of the claim so made. Could the subsequent realization of the £10,000, from assets of Hosking and Hughes, operate to set it up again? Why, such a thing was never heard of. Suppose, then, that the defendants had been sued at law, instead of by bill in Equity for an account. The defendants plea of set-off would have had relation, like the offered proof in Insolvency, to the amount actually then due to them, or due at the commencement of the action; and they would have had judgment. The realization of the supposed joint assets, pending the suit, could not have affected the case; unless the realization of such assets after the judgment, could have a similar effect on the position and rights of the parties—by then giving Hosking a claim, previously barred and destroyed.

Such being, as I conceive, the effect of allowing a set-off in Insolvency, and at Law, I cannot understand why a different result should ensue in Equity. A set-off is said to be of the same nature, (2 Stor. Eq. Juris. s. 1440,) as the *compensatio* of the Civil Law; which operated to extinguish absolutely cross demands, as far as they mutually extended, whether insisted on or not. By our law, the set-off is a matter optional with the party; but, when claimed, there is neither reason nor authority for holding, that it shall not be equally efficacious. There are undoubtedly differences between the two systems; but none whatever that affects this question. In the Civil Law, where there are rival debts, the extinguishment operates, each on the other, *ipso jure*. By our system it will take place, only when insisted on. I should have thought, therefore, that the point of time at which the set-off would operate, in this case, would have been that of the filing of the Answer,—or, at furthest, the pronouncing of the Decree; and I am not by any means clear, that such would not be the proper rule. But inasmuch as, in suits for an account, the course is to include all items (that is, of the account which the bill seeks to obtain) up to the date of the last admissible item pending the inquiry before the Master, and as no special direction has been given in this case fixing an earlier period, I think it safer to hold the date of such last item to be the point of time here;—and that the set-off is to take effect, against the balance at that date due to Hosking, on the separate account, in respect of whatever may then be due to the defendants, on the joint and several account;—and so, restraining all inquiry into subsequent receipts or items, on that account, as matter with which this case has nothing to do.

A technical difficulty was suggested, arising out of the rule of practice stated in 11 Vesey, 602—that, after a Decree to account, the Bill cannot be dismissed. It will perhaps be sufficient to consider this, when the cause shall come before the Court on Further Directions. At present I will only observe that, should that rule apply to cases of this kind, and be permitted to operate rigorously to prevent a plaintiff from being defeated, under any circumstances, after an account directed, it will be impossible to give effect to a set-off in Equity, in any case where a plaintiff is entitled to an account; or, at any rate, to give it the same effect as it would be entitled to, and would have at Law. That consequence would in other words be, that a man's statutable right will vary, according as his adversary shall have elected to sue him. But this is a case peculiar in its circumstances; and there is no precedent to control the course of justice. It was asked, why did not the defendant plead the set off in bar? I am of opinion, that he could not plead it; because the plaintiff would still have been entitled to an account. A Release may be pleaded, or a Settlement of Accounts between the parties; for each of these denies that right. But here an account would have been directed, in any event. The Decree is accompanied, however, with a direction to ascertain the existence, and extent, of a set-off—and should its amount be found to sustain the defence, (that is, to meet the plaintiffs' demand by an equal or greater amount of counter demand,) I shall be slow indeed to be persuaded that a rule of practice, applicable to cases of Account between parties, can interpose between that defence and its success. The case seems to me, in principle, to be more like that in page 169 of the same volume of Vesey; and the Decree to stand accordingly, on the footing of one directing *inquiries* merely:—for, substantially, as to the set-off, that is really its effect. This, as I have just observed, is a peculiar case; and the peculiarity lies here—that although, literally speaking, there are mutual accounts between these parties, yet so far as the set-off is concerned, they are not in respect of *mutual rights*. This was not a case of mutual credit; and still less, a defence resting merely on excess of payments, or other matter in itself affecting the account, forming the subject of the suit. In such cases, a balance on one side or the other is presumed; and whichever way it may be found due, an Order for payment will be made. And yet, in such cases, if the debtor and creditor sides should be exactly equal, (a result of course perfectly possible) the ordinary rule would I conceive hardly be said to apply, that nevertheless because there was a Decree to account, the Bill could not be dismissed. But this is the case (though of a mutual, yet) of an *independent* debt; available to the defendants, by reason of a legislative provision only. The set-off of such a debt is necessarily, as it seems to me, an independent matter. The defendants are entitled to get rid of the balance on the separate transactions, by setting against it an equal or greater balance then due themselves, on the joint transactions. But the necessity of an inquiry, to ascertain the existence of the last mentioned balance, affords no reason that I can discover, for carrying the inquiry further; and thus blending distinct accounts and matters in one suit. That the ordinary rule does not apply for entering into subsequent items, is shown by the single consideration, that, to any balance due by the defendants, on the joint account sought to be prolonged, these plaintiffs will have no claim. And I do not see how the objection is met, that whereas these defendants had a good defence to the suit, when commenced, and when the Decree was made, and claimed the benefit of that defence, (which defence a statute gives them as a legal right,) the protracted inquiry in question is asked for to destroy that defence, and defeat the then set-off insisted on, by *ex post facto* matter.

What the particular process may be by which the result is to be accomplished, we need not stop to inquire. It can only be, by either not carrying the balance on the separate account, to the credit of the joint and several account at all,—because the subsequent receipts on that account, by the defendants, will liquidate the latter without recourse to the said balance,—or by first setting the balance against the joint and several account, and eventually recalling it again when those subsequent receipts have shown such deduction to have been unnecessary. It would be difficult to say, which of these contrivances would be the greater mockery of the set-off claimed, or the more ingenious device for obtaining payment in full to Hosking, for the amount which these defendants took to themselves two years and a half ago, in reduction of their then claim on the joint and several account, out of the balance now (in the course of events) accrued due to the estate of Hosking and Hughes.

On the whole, my conclusion is—that the Master's Order of the 5th August last should be set aside, and the Order of His Honor the Primary Judge sustaining it be reversed; and that the Master should only take the accounts under the joint and several covenant, up to the date of the last item in the separate account—the defendants being at liberty to seal up so much of the books, as may relate to items of a posterior date. The defendants' costs of their motion, which was refused by His Honor with costs, should be costs in the cause; the plaintiffs' costs of that motion, if paid by the defendants to them under His Honor's Order, should be repaid to the defendants, with the deposit money on this Appeal; and each party should bear his own costs of the Appeal.

His Honor Judge Dickinson: After consultation with my learned colleagues, and leisurely consideration of the drafts of their respective opinions, I have arrived at the same conclusion upon this case as that which has been announced by his Honor the Chief Justice. I so fully concur, moreover, in the elaborate reasoning by which he has established his conclusion, that my inclination would have been simply to express my entire concurrence in his views, but that custom demands each Judge upon a division to state his opinion for himself. Bowing to that usage, I now proceed to state compendiously what has induced my acquiescence with the Chief Justice, and incidentally to indicate my reasons for differing from Mr. Justice Manning.

Assuming (which I do from the respect paid to his opinions by the Judges in Westminster Hall) that Mr. Justice Story has, in the 1434th Section of his *Commentaries on Equity Jurisprudence*, ed. 1, correctly expounded this doctrine, "It is true that Equity generally follows the law as to set-off, but it is with limitations and restrictions. If there is no connexion between the demands, then the rule is as it is at law;"—then I am of opinion that the bill and answer in this suit do not bring before the Court a matter of natural equity alone, but of an equity alleged to be defeated by a statutory right, and that the Decree, however worded, is not "to account" as generally understood, but to enquire and report as a jury would at law, "Whether at a *certain time* before answer the insolvent Hosking was indebted as in the answer mentioned, and whether at the time of that answer the debt continued unsatisfied"—in other words, that the decree has placed the Master in the situation of a Jury sworn for the trial of an issue joined upon the replication *nil debet*.

To treat the Decree as the ordinary one "to account," and to apply to it the corresponding principles and practice of a Court of Equity would, as appears to me, be a proceeding in subversion of the 37th section of the Insolvent Act.

The Bill in effect states that the defendants were consignees of the insolvent Hosking's property, with power to sell for reimbursing themselves certain moneys lent by them to the insolvent—that they had sold and received moneys to a larger amount than that of their loan, and therefore the plaintiffs, as Hosking's assignees, pray that the defendant may account and refund the surplus. The answer sets forth that Hughes and the insolvent Hosking were partners, and that defendant advanced for them moneys upon the security—1st, of certain joint property of those parties; and 2ndly, of their joint and several covenant, to repay to the defendants the moneys advanced; that Hosking is indebted to the defendants upon that, his several covenant, to repay the last mentioned moneys to an amount exceeding any surplus which the plaintiffs can establish by reason of the transactions disclosed in the bill.

It was decreed *in substance* that the Master should take the accounts, and credit the defendant with the advances to Hughes and Hosking, mentioned in the answer, and debit them with the moneys received from the property of Hughes and Hosking, which they held as security for those advances.

Upon the wording of that Decree the question now before us has arisen; for since it was pronounced, the defendants have received from the last-mentioned property, moneys, which, with other receipts from the same source, exceed the debt due from Hosking upon his several covenant, to pay the moneys advanced to Hughes and Hosking jointly. The point now urged by the plaintiffs is, that by the Decree the Master is empowered to blend the subsequent receipts, so as to destroy any set-off which existed at the time of the answer, and that in effect, plaintiffs should now be entitled to payment as they prayed for by their bill.

It is admitted that this case is, in its details, of the first impression; therefore it is unnecessary to comment on the cases cited, no one of which is directly applicable to the circumstances under our present consideration.

The defence contained in the answer is founded on the 37th section of the New South Wales Insolvent Act, which is substantially similar to the provision in the English Statute, 6 Geo. IV., c. 16, sec. 50. The demand in the bill, and the debt in the answer are unconnected. But for the Statute Law, the defendant could not have made the defence he has put in; for as a set off can neither traverse nor confess and avoid the statements in any declaration, it was not pleadable at common law. Nor was it available in equity for the same purpose:—an Equity Court having, as I conceive, no power to alter the general course of law. "Where," (said Lord Mansfield, in Green v. Farmer, 4 Burrows,) "there were mutual debts unconnected, the law said, they should not be set-off, but each must sue.—And Courts of Equity followed the same rule, because it was the law; for, had they done otherwise, they would have stopped the course of law in all cases when there was a mutual demand." His Lordship, in the same case, after referring to the Statutes of Anne and George the Second, said (in reference to a section like our 37th) "This clause must have, everywhere, the same construction and effect; whether the question arises upon a summary petition, or a formal bill, or an action at law."

The defence set up by the answer is not entertainable by this Court in its Equity Jurisdiction, as a matter of *natural equity*; whereas the subject of the Bill is cognizable by that jurisdiction, as such an Equity. "Where the nature of the employment, transaction, or dealings, necessarily constitute an account consisting of receipts and payments, debts and credits, it is certain that only the balance can be the debt, and by the proper forms of proceeding in Courts of Law and Equity, the balance only can be recovered. After a judgment, or decree to account, both parties are equally actors." (By Lord Mansfield in the case before cited.) If the answer in the case had not set up the cross demand, and there had been a decree to account, then indeed I could have understood the application of the several points of Equity Practice so much insisted on. For then the only matter which the Master could have taken into his consideration would have been debts and credits, out of which, on either side, the balance only could have been recoverable, in whose favour soever it should happen to be struck. Had that been the case, both parties would obviously have been actors, and each (in the event of the balance being declared in his favour) would consequently have been interested that the bill should not be dismissed. But on the pleadings before us, the defendants do not so much deny that the balance on the account mentioned in the bill may be against them, or that there was anything connected with, or arising out of the transactions therein mentioned, which should operate to defeat its prayer; but departing from the ground of natural equity they set up by virtue of the Act, a set-off entirely unconnected with the dealings disclosed by the bill. The "Act must have everywhere the same construction and effect"—and therefore (as the Court has already decided) the answer, if true, contains a good defence to the bill. What, then, upon such conclusion being arrived at, could have been the object of the reference to the Master, but to ascertain whether the plaintiffs owed the defendants more upon the transactions mentioned in the answer than the balance, if any, due from the defendants to the plaintiffs on the matters averred in the bill? To ascertain what was due and unpaid, the Master was necessarily directed to debit the defendants with the moneys received by them from the joint property of Hughes and Hosking; and hereupon the grand difficulty arises, up to what time the Master was to take the several accounts? Construing the defendant's answer by the Act, it appears to me to amount to this—"that *when the insolvent's estate was sequestrated*, he owed the defendant as much as the defendant then owed him; and that at the time of the answer the debt was unpaid." Now, as "the language of any written instrument must be taken with reference to the facts upon which it turns," (see Judgment of Lord Tenderden, in Thorp v. Thorp, 3. B. and Ad. 580.) I am strongly inclined to think that the Decree should be construed as a direction to the Master to ascertain, what, when the Insolvent estate was sequestrated, was the balance (if any) due from defendants to the plaintiffs on the transactions mentioned in the bill, and also what was then due from the insolvent to the defendants on the dealings mentioned in the answer, and how much of the latter at the period of answer remained due from the insolvent and his assignees to the defendants. But I refrain from expressing a decided opinion that that should be the time at which the enquiry on either side should be stopped, as the defendants agree that if they have received any moneys, from the consignments mentioned in the bill, since the answer, the enquiry may be extended to that point.

Upon consideration of all that has been urged on either side of the question before us, I am of opinion that the principles, on which accounts are ordinarily taken in equity, have no application to the present case, and that their adoption would subvert the statutory right on which the defendants have founded their answer.

Mr. Justice Manning: I regret to be obliged to express my dissent from the opinion of the majority of the Court, both upon the interpretation of the Decree and upon other independent grounds, which, out of deference to my learned colleagues, I feel called upon to set forth as fully as they have done the reasons for their Judgment.

In my view it is quite unnecessary to consider the law or right of set-off in the abstract, or even the effect of the claim made by the Answer, because we are not now to review the decision of Mr. Justice Therry, or to remodel the Decree which he made, and which was confirmed by the full Court on appeal; but simply to enquire and determine what it is that the Decree directs; and which, therefore, of the proposed courses of proceeding, in taking the Account in the Master's office, will be most in conformity with its directions.

To me the language of the Decree, interpreted with reference to the principles upon which accounts such as these are taken in Equity, when no deviation from the usual course is expressly prescribed, appears of itself sufficient to keep the account under the covenant open until the Master shall have closed it by his Report: for I not only think that words expressly pointing to the future are not necessary, (Bulstrode v. Bradley, 3 Atk. 582), but that the terms here used cannot properly be understood in any other sense than this, that the Master is by his Report to give credit to the defendants for what is *then* due to them under the covenant. But as the arguments of counsel, and the opinion of my learned colleagues, do not rest solely upon the Decree, I intend, like them, to fortify my interpretation of what the Decree is, by considering what it ought to be. The suit, as originally instituted, and still more as it now stands, is in the nature of a redemption suit. In the argument this was denied, and it was treated as important, but in my opinion it is not sufficiently so to make it necessary to state in this place the grounds for regarding the suit in this light. I take it to be quite plain (as indeed seems to be the unanimous opinion on the Bench), that under this Decree it was open to the parties respectively to prove before the Master any receipts or disbursements up to the time of final Report in relation to the transactions between the defendants and Hosking *on his private account*. (See Bulstrode v. Bradley supra; Bell v. Read, 3 Atk. 592. Seton on Decrees "Account," taken together with Lashley v. Hogg, 11 Vesey, 602, and Bodkin v. Clancey, Ball and B. 216); and by the terms of the Decree the Accounts of the separate and joint and several transactions are so entirely associated and blended into a single debtor and creditor account, that whatever applies to one side must, as it seems to me, necessarily apply also to the other. If so, the account under the covenant is equally open to reduction or addition by proof of receipts or disbursements up to the time of the Report; for I do not see how the fact of the items on one side of the account happening to have stopped (as yet) at an earlier date can operate to close the other side. If this were the principle, then the proof of new items on the separate accounts would from time to time reopen the set-off account; and thus, instead of the mutuality which the Decree contemplates, one side would be absolutely dependent upon the other; and instead of the set-off being in any sense vested or resting upon a certain footing, it would be a sort of shifting contingent right,—to be fixed after all only upon the reference to the Master being brought to a termination by his Report.

I can understand the position, without acknowledging its correctness, that the set-off should be deemed complete at the time of the *answer*, for this would be to follow the rule of common law; and I can also understand that the original force of the *Decree* might fix the set-off at its date, though this is not the effect in this case; but if the Decree operates as if there were future words at all, the question must, I think, be up to what time it is legally open to the parties to vary the state of the separate account by new items, not up to what time they have in fact so varied it by the proof or the actual occurrence of the "*latest item*."

The Decree does not in terms declare that the defendants are entitled to the *set-off* claimed, or direct that the accounts under the joint and several covenant shall be taken only up to a particular time (whether of Answer, Decree, or of last item in the contra account); but it is declared that "in taking the accounts, *credit* ought to be given to the defendants for all moneys which may be due to them upon the covenant," and the reference to the Master is "to take *an* account of all dealings and transactions in the pleadings mentioned between Hosking and his trustees on the one side, and the defendants on the other side, *including* an account of what is due to the defendants under the covenant:" and it is directed, that "in taking the said account (not accounts) the Master shall give credit to the defendants for all money which may be due to them under the covenant." Thus the various matters of claim on the one side and on the other, are put upon the same footing as if the whole constituted a single and mutual account; and in this I think the Decree perfectly right, for "mutual debts" in insolvency are to be treated virtually as if they constituted one account, so that the balance only is the debt.

If it had been intended that the set-off should operate as an extinguishment of the plaintiffs' claim at any time prior to the Report, (whether fixed or shifting) when the balance due upon the covenant overtopped that due upon the separate transactions, nothing would have been more easy than to have used words, which without a forced construction would have given a voice to that intention. That his Honor, who pronounced this decree, would have used very different language if his judgment had been in favour of such a right of set-off as is now contended for, is obvious from this consideration. He had before him the plaintiffs' bill, in which they assert a claim of, say £5000 at the outside, and the defendants answer, in which they swear, that £10,000 is due to them on the covenant, which answer is traversed by the replication. Thus there was presented to the Judge a plain issue of fact going directly to a main branch of the relief prayed for; and it would almost have inevitably occurred to him, to have expressly limited the enquiry as to the joint and separate debt to the question, whether the excess in favour of the defendant existed at the time of the Answer, of the Decree, or of the actual close of the private transactions, if he had considered that such excess should, under the circumstances connected with the joint and several covenant operate as an extinguishment of the plaintiffs' claim at either of those dates. But the terms of the Decree appear to me incapable of being understood as so limiting the enquiry, except by interpreting them in such a sense as virtually to make a new Decree, which can only be done upon appeal or re-hearing.

In considering the effect of this Decree, these further points must be noticed—First, a Decree having once been pronounced for an account the bill cannot be dismissed, (Lashley v. Hogg, 11 Vesey, 602); Second, the reference of accounts to the Master is final only as a Decree to account, and is merely interlocutory in so far as the ultimate settlement of the suit is concerned; whereas the Decree on "*Further Directions*" is the final decision upon the accounts. 3rd, From the moment that a decree is pronounced for an account, both parties are actors, so that the defendant can recover his balance, if he succeeds in turning it in his favour (Bodkin v. Clancy, supra; 1 Stone, Eq. Jur. sec. 522). The consequence of the first of these positions would seem to be, that the Set-off cannot now operate *as a bar* to the suit as if it had been pleaded and the plea allowed; of the second, that the substantial and final Decree between the parties would be founded upon a state of facts not then existing, unless the accounts be open on all sides to the last moment; of the third, that the defendants might, on *further directions*, claim a balance due to them at some earlier date, notwithstanding that in the mean time it had been reduced or turned against them; and that the Court would be compelled either to make an order for its payment, or to relieve itself from the difficulty by an extraordinary rule *pro re nata*.

Set-off, under our law, differs from the *compensatio* of the Civil Law, in several important particulars; of which one is, that a party who has a right of set off, is not bound to exercise it; whereas, in the civil law, the cross debt to the same amount was, by mere operation of law, and independent of the acts of the parties, absolutely *extinguished*. (2 Story's Eq. Jur., section 1440.) There is therefore the more reason for not overlooking the fact that the defendants have not, by their Answer, claimed to set off so much of the joint and several debt as is sufficient to cover the plaintiff's claim, or to appropriate the plaintiff's balance to the account of Hughes and Hosking; but they have claimed to set off the *whole debt under the covenant, and after in effect submitting to an account of such debt, have claimed to be paid the balance due to themselves*. They say that they are in a position to account in respect of the separate transaction with Hosking, "but not to close it, otherwise than by retaining the amount realised, because Hosking was, prior to his insolvency, and has continued ever since, indebted to them in the larger sum of about £10,000 in a joint and several covenant entered into by him with Hughes, and that therefore no balance is due by the defendants, to the trustees of Hosking's estate; but, that on the contrary, the estate, after credit being given for all payments and receipts for and on account thereof, is largely indebted to the defendants, and that so it would appear upon proper accounts thereof, and relating thereto, being taken. And they submit and claim that the plaintiffs having brought their bill for an account, have rendered themselves liable for the payment thereof, and ought to be decreed so to do." And at the close of their Answer, the defendants "claim to be allowed to set off the full amount of the said rightful claim of the defendants out of the sum alleged by the plaintiff to be due, and to have the same benefit as if they had pleaded to the Bill." By their Answer, they have claimed to be put in the ordinary position of actors in the suit, so as to be entitled to a Decree in their own favour for a money payment in respect of their cross claim; and by the Decree that claim has (in my construction of it) been admitted accordingly. If the defendants, instead of amalgamating their claim with that of the plaintiffs in this one suit, *had filed a Cross Bill*, it is clear that the accounts would have had to be carried on as long as the cross suit was depending; and if they brought it to a close before realising on all their securities, they would only have obtained a Decree for the balance on terms which would have deprived them of the securities on payment of such balance. By the course pursued they have placed themselves as nearly as may be in a corresponding position.

If the set-off claimed in this case were an actual bar to the suit, the proper course would, as it strikes me, have been to set up the debt under the covenant by way of *Plea* and not by the answer. It certainly could not have been pleaded to the whole bill, because the plaintiffs were entitled, notwithstanding the set-off, to have the account taken, and to a Decree as to the validity of the mortgage which they questioned, and for the return of the deeds deposited as collateral security; but it could have been pleaded to so much of the Bill as prays "that the defendants may be decreed to pay over to the plaintiffs what upon the taking of the account shall be found due to them." Under such a plea, the simple question would have been, what was due on the covenant at the date of plea?—and upon ascertaining that it exceeded the outside of the plaintiffs' claim, the part of the suit to which the plea was so pleaded would have been at once and finally put an end to, if the set-off really operated as an extinguishment of the plaintiffs' claim for payment. Assuming, however, that the same benefit could have been obtained under this Answer, the course should have been to ask for a reference to the Master to ascertain the same fact; and then, upon his Report coming in, the same practical result might have followed. But the defendants have not so pleaded, and did not obtain such reference, and it is to me very questionable whether a dismissal of the Bill is any more consistent with the manner in which they have claimed the set-off than compatible with the ordinary rules as to a mere decree to account. The defendants have brought the covenant forward as creating a mutual separate debt, and claimed the excess arising from it, and the decree has directed the account to be taken of it generally and without limitation; so that the joint and several debt has itself become the subject of a decree to account, in respect of which the plaintiffs, in their turn, have become actors. But considering the question as *res integra*, independent alike of the particular effect which has been assigned to the Answer and to the Decree as pronounced, I am not prepared to concur in the opinion that this claim under the covenant ought to be allowed to extinguish the plaintiffs' claim on the private account, by setting off its amount, at the time of the Answer or of the Decree, or at any date short of the duration of the Reference. We are not here dealing with a plea of set-off at common law; but we are in a Court of Equity, which has power to regulate the exercise of the right of set-off, so as to prevent its operating inequitably, as from the inflexible general rules which are there followed, it sometimes may, on the common law side of the Court. In matters of this sort "Equity follows the Law,"

but not its Pleading or its Practice. The same general right may be maintained in the two Courts, but yet modified by the different character of the proceedings in connexion with which the right is asserted. The set-off is given in lieu of a cross demand by separate action or suit, and must partake of the nature of an action or a suit accordingly. Now if this joint and several covenant had been sued on at law against Hosking, the right to recover the debt would have been absolute and independent of the creditors' other remedies; and, consequently, if it were set off at law, the amount due at the time of the Plea would be considered an absolute mutual debt: but if these defendants had filed their bill in Equity, say for payment, and foreclosure in default thereof—the whole body of facts would have come under view, and their relief would have depended upon the state of accounts at the date of the Master's Report; so I think it should also be under the claim of set-off in Equity.

"Courts of Equity," it is said by Mr. Justice Storey (2 Eq. Jur., sec. 14,37) "will extend the doctrine of set-off, and claims in the nature of set-off, beyond the law, in all cases where peculiar equities intervene between the parties;" a position which, though not directly applicable to this case, shows that equity has an expansiveness in such matters that does not belong to law.

Then let us see what are the main facts of this case, and whether any peculiar equities intervene between the parties? The facts are, that the suit is instituted by the trustees of the private estate of Hosking for (*inter alia*) recovery of a balance due to that estate, amounting to, say £1500, and that the defendants claim to set off a debt due by the firm of Hughes and Hosking, for which, *at the time of claiming the set-off* (and not by matter *ex post facto*) *they held ample securities belonging to the firm, and specifically appropriated to its payment, and on which they might have already realised, if they had thought proper to exercise their rights.* The covenant relied upon is contained in a deed of April, 1843, contemporaneous with a part, and antecedent to the other part of the separate transactions with Hosking; and which deed is not an ordinary mortgage, but an arrangement by which the defendants were empowered to sell certain real estates, and two ships with cargoes of oil, belonging to Hughes and Hosking, and previously mortgaged—first to P. W. Flower, and secondly to the Bank of Australia, upon trust to pay themselves any balance not exceeding £10,000, and to pay the surplus over to the Bank. Hughes and Hosking having become insolvent in September, 1843, it might not unreasonably have been expected that the realization of the property affected by this deed would have preceded the date of defendants' answer, and that they would thus have discharged the covenant and executed the trust in favour of the Bank of Australia. Certainly they had the power to do so in their own hands, and it may even be that it was their duty to have exercised that power earlier.

This, then, was their position at the date of their answer, and since that time it is asserted, and may be assumed for the purposes of the present question, that they have paid themselves by means of the property specifically appropriated to the purpose, the full amount of the joint debt. Yet they now claim to be entitled to defeat the plaintiffs' demand, and to carry the balance belonging to Hosking's private estate to the credit of the firm (or rather of the Bank), because they had not, as they might have done, paid themselves the firm's debt at the time of putting in their answer. It appears to me that, under the circumstances, the set-off ought not, upon principles of equity, to have been allowed, except in such a manner as would enable Hosking's trustees to recover their own rightful balance in the event of the Cross Claim being satisfied by its appropriate means before the termination of the suit. And it may even be a question, whether a Court of Equity should not, upon the same principles, have expressly required that the defendants should realize on their securities before the set-off (for any balance only) should be admitted, so that they should lose it altogether, if they chose not to exercise their power of sale until the suit was closed.

But in this case the right of set-off does not depend entirely upon principles of natural or legal equity, but more immediately upon the provisions of the Insolvent Act. Those provisions, however, appear to me most strongly to support my views, and to be well calculated to carry out those principles of natural justice on which they are founded. Lord Mansfield, in the case of *Green* v. *Harmer*, after stating that formerly, where there were mutual debts unconnected, the law said they should not be set-off, but that each party must sue, and that Courts of Equity followed the same rule, because it was the law,—adds, "The natural sense of mankind was first shocked at this in the case of bankrupts; and it was provided for by 4 Anne, c. 17, s. 11; and 5 Geo. II., c. 30, s. 28." It would be astonishing that the provisions here mentioned, and the corresponding ones in subsequent enactments, should "shock the natural sense of mankind" by an injustice, the direct converse of that intended to be removed. Yet such it appears to me must be the plain effect of the 37th section of our Insolvent Act, if the demand of the plaintiffs in this case can be defeated by a liability circumstanced as that which these defendants have set off.

That section provides that where there are mutual debts between the insolvent and any other person upon which a set-off can by law be pleaded on either side, the Commissioner taking the proof of debt shall thereupon state the account between, and shall set one debt or demand against the other; but the 38th section must also be looked to. The latter clause provides that, "in case any creditor shall hold any security for payment of his debt, upon any part of the insolvent estate (and the security held in this case would, in the sense here intended, be deemed such), the amount or value of his security shall be deducted from his debt, and he shall only be ranked for and receive payment of a dividend for the balance after such deduction;" and after providing that the creditor shall on oath put a value upon his security, and that the trustees shall have the option of taking the security, or reserving it to the creditor, it adds, "and in either case the creditor shall be ranked on the divisible fund for the value of his debt so ascertained, together with the other creditors, such creditor being in no event entitled to draw more than full payment of his debt."

The effect of these two clauses, taken together, I take to be as follows:—If the defendants had (irrespectively of the plaintiffs' cross demand) claimed on the estate of Hosking in respect of the joint and several covenant, they would not have been admitted to prove for more than the excess of the debt over the value of the security, *and as that excess was and is nil, they could have proved for nothing*; or if they had proved (say at the date of this Answer) without deducting the value and without giving the trustees the option of taking the security, and they had subsequently (say by this present date) realised the debt out of the securities, then their proof would have been entirely expunged. And supposing, for the purpose of trying the principle, that the defendants had been insolvent instead of Hosking, and that Hosking had claimed for his separate balance,—the utmost effect of the mutual debt under the covenant would have been to restrain the admission of Hosking's proof, for so long only as his liability on the covenant continued; for upon the joint debt being satisfied by realization on the securities, his claim might have been renewed, and would no longer have been rejected by the Commissioner; but indeed I conceive the proper course would have been to admit the proof at once, if from the value of the securities the covenant debt was such as could not have been proved in Hosking's estate.

Now can it be said that the same effect will be given to the act by making the secured debt a bar irrespectively of the value of the security at the time when the set-off is claimed, and of the realisation thereunder pending the claim, for the [illegible] ought to be so insured? In my judgment, certainly not; for the result is in this case that the defendants are enabled to set off a [illegible] mutual debt in insolvency that which the Insolvent Court [illegible] must have [illegible] *from proof*, and the plaintiffs are conclusively debarred from recovering a demand [illegible] have been admitted. Thus an enactment founded upon natural justice, will have enabled the defendants, by realising first on Hosking's securities, arbitrarily, and for no benefit to themselves, to transfer to the creditors of Hughes and Hosking a fund which in common justice belongs to those of Hosking alone; and a Court of Equity will have sanctioned such transfer,—only, as it seems to me, to be called upon in another suit to retransfer it as between the two sets of creditors, unless the claim of the rightful owners is not felt, out of Court, to be too plain for contest.

The Decree of Mr. Justice Therry, as I read it, is, therefore, so far as it goes, consistent with what appears to me the due course of Equity, and with the provisions of the Insolvent Act; whilst the construction put upon it by the rest of the Court is not only opposed to my reading of its language, but to the very widely different views of the principles affecting the defendants claim which I entertain. There remains but this further observation to make, that the inconvenience (which was so much pressed) of taking the accounts of Hughes and Hosking's transactions in the absence of Hughes or the trustees of the firm, and of the defendants' liability to have to go through them over again with those trustees, cannot justly be made ground of complaint or of resistance by the defendants; for it is they themselves that have occasioned the difficulty (it it be one) by availing themselves of the separate covenant of Hosking as a set-off against the plaintiffs' claim. They have taken the benefit of its being a separate debt, and they cannot complain that the ascertainment of that debt involves the examination of the accounts between themselves and Hughes and Hosking.

Upon the whole I clearly and decidedly adhere to the opinion expressed at the original hearing—but the difference of opinion now on the Bench, together with the importance of the points in themselves, and as affecting the parties in this case, have compelled me to go much more fully into the questions than at that time appeared necessary.

BARRETT *v.* TOOTH.

His Honor the Chief Justice delivered judgment herein for the plaintiff; a full report of which will appear in a future impression.

RYAN *v.* PICKERING.

Judgment was delivered herein by the majority of the Court in favour of the defendant; a full report of which will appear in a future impression.

Before His Honor the Chief Justice and a Jury of four.

KELLY *v.* DALLY AND OTHERS.

This case was tried yesterday; the Jury found a verdict for the plaintiff—damages £66 14s. A report will appear in to-morrow's impression.

Insolvency Jurisdiction.

Before their Honors Mr. Justice Dickinson and Mr. Justice Manning.

CONFIRMATION OF A CERTIFICATE.

The Chief Commissioner moved the confirmation of the certificate of discharge granted to Charles Windeyer. Allowed.

PLAN OF DISTRIBUTION.

The Chief Commissioner moved the confirmation of the plans of distribution filed in the following estates, viz.:—

In the estate of Helenus Scott, as surviving partner of the late firm of Robert and Helenus Scott, showing a payment of the preferent claims only.

In the estate of John Sells, deceased, a final dividend of 1½d. in the pound.

The Court confirmed both plans.

IN RE MICHAEL GANNON.

The Chief Commissioner moved the confirmation of a plan of distribution in the above estate, showing a second and final dividend of 1s. 6d. in the pound.

The Court directed that the plan be confirmed, unless cause to the contrary be shown on or before Wednesday next.

IN RE JOHN TERRY HUGHES.

Mr. Michie moved that an attachment do issue against the above-named insolvent for the costs incurred in the matter of the refusal on appeal of his certificate, and which said costs he had refused to pay.

The Court allowed the application with costs.

DOMESTIC INTELLIGENCE.

INSOLVENT COURT.

Wednesday.

Before W. H. Kerr, Esq., Chief Commissioner of Insolvent Estates.

In the estate of James Liddell, an adjourned single meeting was held. The Official Assignee was instructed by Mr. Jaques to sell off such property as was under the order, disposition, or control of the insolvent, at the time of sequestration, and to take the necessary proceedings for the recovery of the same or its value, more particularly in reference to certain goods assigned over by a bill of sale, executed some months previously to the insolvency; but in the event of the insolvent paying the Court fees, the assignee's charges, and the account of Mr. Jaques's solicitor in attending the meetings held in the estate, within one week, then no proceedings to be taken.

In the estate of Alfred John Tebbutt, an adjourned single meeting was held. The following claims were proved:—Anthony Reynolds, £6 7s. 9d; Henry Moore, £13 4s. 5d.; trustees of Avery Benham, £9 18s. The creditors present agreed to the allowance to the insolvent of his furniture and wearing apparel.

In the estate of William Hutchinson, an adjourned single meeting was held, at which claims were proved by Samuel Stevenson for £3 18s. 11½d., and by Fanny Matilda Dyer for £12 3s. 6d. The insolvent having been examined by Mr. Dawson on behalf of Ann Barker, a creditor, the meeting was further adjourned until the 1st proximo, at half-past one P.M.

MEETINGS TO-DAY.

In the estate of Alexander Smail, an adjourned single meeting, at ten o'clock.

In the estate of Thomas Marrs, a special meeting, for proof of claims, at half-past ten.

In the estate of John Wild, a third meeting, at eleven o'clock.

In the estate of Helenus Scott, a certificate meeting, at noon.

In the estate of Thomas Pattrick, jun., an adjourned certificate meeting, at noon.

In the estate of Thomas Wheaton Bowden, an adjourned certificate meeting, at noon.

MEETINGS TO-MORROW.

In the estate of William John Bennison, a second meeting, at eleven o'clock.

In the estate of James Hugh Palmer, a first meeting, at noon.

CITY COUNCIL.—Wednesday.

Present—The Right Worshipful the Mayor, in the chair; Aldermen Allen, Thurlow, Broughton, Fisher, Egan, and Brown; Councillors Neale, Driver, Simmons, Moore, Smidmore, Lingard, Board, Paton, Josephson, Macdonald, Jenkins, Ryan, Thornton, May, and Wilkie.

MARKET-STREET EAST.

Mr. Josephson, before the business of the day was entered upon, wished to ask of the chairman of the improvement committee how it was that good faith had not been kept with Messrs. Cooper and Holt, who, on the condition that the portion of Market-street fronting the Waterloo Stores, should be kerbed and guttered, granted permission for the removal of their fence back to the building-line, which was a great public accommodation, as well as improvement to the thoroughfare; the fence had been placed back, but nothing further—neither the guttering nor the kerbing had been performed.

Alderman Thurlow said it was impossible for a chairman to carry the proceedings of a committee in his memory, so as to be able on the instant to reply to any question that members might put. He did not now remember how it was that the kerbing and guttering in question was not proceeded with when the fence was removed, but he would make inquiry and give the required information next week.

The Mayor suggested the propriety of giving previous notice of any question that it might be proposed to ask in Council. If members would previously communicate with him, he would be most happy to obtain every information they might require.

MARKET-STREET WEST.

Mr. Smidmore presented a petition from the proprietors of certain houses in Market-street West, requesting that the Council would make a slope by which to afford an entrance to their houses, in lieu of the bank of earth and stones which the Council had ordered to be removed as an obstruction. The petition was ordered to be received.

CORRESPONDENCE.

The Town Clerk read the following—

A letter from the publisher of the *Christian Standard*, requesting that that paper may be included in the number of those filed for the use of the Council.

A letter from the City Solicitor on the subject of the encroachment on the line of Spring-street, by the building recently erected by Messrs. Brown. The only remedy now left was an action at common law; but he did not think that any jury, after hearing the evidence of the architect, would give a verdict under the circumstances. The City Solicitor also suggested the propriety of taking steps for a revision of the law on the subject.

A letter from Messrs. Cooper and Holt on the subject of the nonperformance by the Corporation of the conditions on which they consented to the removal of the fence enclosing the Waterloo Warehouse in Market street.

IRON PIPING—ENGINE HOUSE.

The report of the Water Committee on the subject of inviting tenders for a supply of iron pipes, and that on the subject of opening a gateway from George-street to the fire-engine house in the Police Court-yard, were adopted without opposition.

EDWARD HARRIS.

On the motion of Alderman Allen seconded by Alderman Fisher, the Council went into Committee for the consideration of the Report of the Water Committee on the subject of the suspension from office of Edward Harris, fireman, &c., to the Corporation, together with all matters connected therewith.

The Town Clerk read the report of the committee, which, after reciting the evidence taken by the committee on the subject of Harris's suspension by the Mayor for a neglect of duty, by which the whole city was deprived of water for two days instead of one day, (the water having been shut off for the purpose of effecting some repairs at the tunnel), not only pronounced the suspension to have been expedient, but recommended the removal of Harris from his employment under the Corporation. An exculpatory letter from Harris was also read, declaring that it was no neglect of duty on his part, but that the suspension arose from a difference of opinion between himself and his superior officer as to the state of the tunnel; that he left the water running in order to clear the pipe of clay and rubbish with which it was nearly choked. A memorial had been sent in to the Council, signed by about 175 citizens, recommending Harris to the favourable consideration of the Council, on the ground of past services. A petition was also read from Harris praying to be reinstated in office, and to be paid his salary in full.

Alderman Allen moved that the report of the Committee be adopted, which was seconded by Mr. Ryan.

Mr. Thornton moved, as an amendment, that Harris be reinstated in office; which was seconded by Mr. May.

A long but unimportant discussion took place on the subject, which terminated in the adoption of the report.

The Council then resumed, and the Mayor reported the resolution of Committee, which, on the motion of Alderman Allen, seconded by Mr. Josephson, was adopted by the Council.

ARGYLE-STREET.

On the motion of Alderman Thurlow, seconded by Alderman Brown, the report of the Improvement Committee, on the subject of tenders received for the centring of the stone arch proposed to be erected over the cut in Argyle-street, was adopted.

WATER COMMITTEE.

The Town Clerk read the report of the Water Committee on their proceedings from the 1st November, 1847, to the 30th October, 1848 (published in the *Herald* of the 13th instant).

Alderman Allen moved, that it be approved; which was seconded by Mr. Thornton, and carried *nem. diss.*

IMPROVEMENT COMMITTEE.

The Town Clerk read the report of the Improvement Committee, on the works performed in the city, from the first November, 1847, to the 30th October, 1848, (see the *Herald* of Friday, the 10th November.)

Alderman Thurlow moved that the report be approved and confirmed.

Alderman Brown seconded the motion.

Mr. Neale objected very much to the report, inasmuch as the £7000 voted by the Council to the Improvement Committee, had been improperly expended, the greater part thereof having been laid out in very thinly populated localities in the southern districts of the city, to the neglect of the leading thoroughfares and densely inhabited portions.

Alderman Egan said, he really thought the last speaker was about to make serious charges against the Improvement Committee, such as having appropriated the money to works unauthorised by the Council; inasmuch, however, as he merely announced his individual disapproval of the works undertaken, he (the Alderman) had nothing to contend against, and would content himself with simply announcing that he saw nothing whatever in the report to find fault with.

Mr. Paton objected to the report that he saw no mention there of any kerbing which had been executed in front of Councillor Hyndes's premises, in Druitt-street, although he and every other member knew perfectly well that some work of that kind had been performed. He gave the greatest credit to the committee for the improvements they had made in the suburbs, where they had made some very fine streets indeed; but he would rather that a larger amount had been expended in the improvement of the more central and more thickly peopled parts of the city.

Mr. Jenkins said, a great deal had been and was still said about the suburbs of the city, but he would tell those members that the Corporation was in the receipt of a very large income from the suburbs in the shape of building fees—amounting to nearly £2000—for it was in the suburbs that the greater part of the building was now going on. With regard to the kerbing in Druitt-street, he had only to observe that it was ordered by the Council five years ago to be done, although it was not commenced until very recently, when at the instigation of one or two members, it was put a stop to, as soon almost as commenced. That this was not mentioned in the report, was not the fault of the Committee, who had no desire to withhold any information: it was, he expected, a mere clerical error in copying from the books of their surveyor.

Mr. Driver objected to the adoption of the report, and dwelt on the injustice of expending too much of the money on the improvement of the suburbs, where there was little or no traffic, and the population thin, while the principal parts of the city were altogether overlooked; instancing the state of Castlereagh-street, and several parts of the ward he represented, (Bourke Ward), which was in a most disgraceful condition.

Mr. Macdonald said, that no one passing through his ward (Gipps Ward) could use his eyes, or his nose if he had no eyes, without discovering that it had been grossly neglected; for the accumulation of filth of every description at every turn was thoroughly disgusting, while the only scavenger that came to the relief of the inhabitants was a thunder shower. A great deal of sickness, and a great number of deaths, had recently taken place, the origin of which he had no doubt whatever was to be found in the cesspools and other accumulations of animal and vegetable filth with which the older portions of the city abounded. Now, however, that the southern end of the city had been so well attended to, to the satisfaction no doubt of some, but to the equal dissatisfaction of a by far greater number, he trusted that the northern wards would come in for a little consideration.

Alderman Allen opposed the motion. He said, if he were to go through the report and point out the improvements which it set forth as having been made during the year, and to point out in the immediate vicinity of each, either the residence or the property of this Alderman, or of that Councillor, his mouth would be immediately stopped—he should be called to order for imputing motives. Whether the council had ordered the expenditure of the money as it was set out in the report, he could not tell—but the report said it was done, and there was an end of the matter. People out of doors, however, were not blind, and although his tongue was tied in the manner he alluded to, theirs was not, who said that the only way to get any street put into repair or made passable, was to induce an alderman or a councillor to have a residence therein. Whether that was the fact or not he could not say; but, by some strange chance or other, it was obvious enough that in those localities where most of the improvements had yet been made, were to be found the residences of one or more member or members of that Council. The only way to remedy this was not to leave it any longer in the option of the Improvement Committee to determine upon the part or parts of the city that shall be improved, and which shall be left alone. He had no doubt that the report would be adopted, but he for one could not accede to the resolution, and cautioned members against it, for by assenting to it they not only approved the report of what had been done, but also approved the appended list of works to be undertaken, which, though none of them of any importance, would take precedence of any and every other that might be brought forward, however necessary that other might be.

Mr. Moore opposed the report, and cited an instance in which, as it was alleged, a portion of Castlereagh-street had been kerbed and guttered, near the property of a late member, and the remainder left as it was found. He considered such a method of conducting public business very strange, if not suspicious, and one which gave rise to impressions out of doors very unfavourable to the character of the Council.

Alderman Thurlow, in reply, said that the only tangible objection to the report which he had heard was, omitting to mention the kerbing in Druitt street, but that was not an omission of his, nor of the Committee, for on reference to the draft report, he found it was therein mentioned—but it was a mere clerical error in the fair copy laid on the Council table. The only other opposition made to the report was, on the ground of works not brought forward by the late Committee at all, but by that of the year preceding, so that all the late Committee had been guilty of was the carrying out of works brought forward and ordered by the Council before they came into existence. If these were so improper, and their execution such great injustice towards other portions of the city, as some members would make it appear, he wondered much that they were not stopped in the beginning, and not suffered to lie by until the end of the year, and then brought forward as the groundwork for a large attack on the committee, who, he affirmed, were not in the slightest degree open to the charge of corruption which had been levelled at them. If culpability existed any where it was in the Council, and not in the committee who carried out their orders

The Mayor put the motion, when a division was demanded, with the following result:—

Ayes 8.		Noes 6.	
Alderman	Thurlow	Alderman	Allen
	Brown	Councillor	Driver
	Egan		Macdonald
	Fisher		Paton
Councillor	Jenkins		Neale
	May		Moore
	Thornton		
	Board.		

The resolution was accordingly carried.

Council adjourned until Monday.

THE TRAMROAD AND RAILWAY COMPANY.

A meeting of the Provisional Committee of the Australian Tramroad and Railway Company was held yesterday, at the Company's Office, Elizabeth-street, for the purpose of receiving a report from the Sub-Committee of the progress made in the formation of the Company. The report, which was read by the Chairman, Mr. C. Cowper, after referring to a number of details, such as the hiring of the office, clerical assistance, &c., stated that the Sub-Committee had held numerous meetings for the purpose of discussing the various points arising before a work so wholly new in this colony as a tramroad or railway can be commenced, and, as one mode of obtaining information, had had interviews with several professional men on the propriety of laying down a mile of experimental tramroad, and had been favoured by Messrs. Mann, Blackett, Shields, and Woore, with papers containing very interesting information, which were then upon the table for the perusal of the Committee. The prospectus had been published in the newspapers, and extensively circulated, causing a very satisfactory demand for shares, of which there had been actual applications for 3612, in addition to which a large number of persons had signified their intention of taking shares, but had not named the number they intended to take: these the committee estimated at another thousand. The shares had been taken by eighty-four applicants, as follows:—Five 200 each, eleven 100 each, fifteen 50 each, two 30 each, three 25 each, twenty-one 20 each, one 15, twelve 10 each, two 8 each, one 6, eight 5 each, two 4 each, one 2. An account had been opened at the Commercial Bank, to which the deposits are paid as received, and no moneys are to be drawn except on a cheque signed by two members of the committee. At Yass, Goulburn, Queanbeyan, and Bathurst, sub-committees are in course of formation, and it is expected that a large number of shares will be taken in those districts; but as only three weeks have elapsed since the publication of the prospectus, there has hardly been time for its circulation in the interior.

The proceedings of the sub-committee were approved of. A long conversation took place as to the prospects of the Company, and it was agreed that the progress hitherto had been quite equal to the expectations of the most sanguine. With regard to the route on which the line is to be carried, the sub committee were not in a position to make any definite report. The government paddock, by Cleveland House, was considered to be admirably adapted for the terminus, and the sub-committee were directed to apply to the government for a grant of a sufficient portion of it for a station.

After much discussion the general opinion appeared to be, that the first portion of the line to be laid down should be to a point (which cannot be determined until an exact survey is made) between the Liverpool and Parramatta Roads, about nine miles from Sydney, whence a branch can be most favourably carried to Parramatta, to be hereafter continued to Windsor, should the inhabitants of those districts show an anxiety to have the advantages of railway communication, and thus secure a portion of the traffic from Bathurst. From the same point the southern line will be carried through Liverpool. A variety of suggestions and directions as to matters of detail were given to the sub-committee, and the meeting adjourned for a month, when they will meet to receive reports of the further progress made.

ABSTRACT OF SALES BY AUCTION THIS DAY.

Mr. R. Fawcett.—At his Rooms, at half-past 11 o'clock, Wool, Sheepskins, Tallow.

Mr. J. G. Cohen.—At his Rooms, at 11 o'clock, Glassware, Earthenware.

Mr. G. A. Lloyd.—At his Rooms, at 11 o'clock, Sugar, Patras Currants, Epsom Salts, Chocolate, Tobacco, Bottled Fruits, Pickles, Sauces, Bolting Cloths, Europe String, Hobart Town Jams, Hams, Stockmen's Boots, Seconds Flour, Preserved Bananas; at 12 o'clock, the Schooner Rosetta.

Mr. J. Rickards.—At his Rooms, at half-past 10 o'clock, Five Bales Wool.

Mr. W. G. Moore.—At the Cricketers' Arms, corner of Pitt and Market streets, Household Furniture and Effects.

Mr. Mort.—At the Union Wharf, at 10 o'clock, Cedar; in the Stores at the Rear of his Rooms, at 11 o'clock, Beef, Pork, Tongues, Flour, Wool, Sheepskins, Tallow, Hides; at his Rooms, at 12 o'clock, a Phaeton; at half-past 12 o'clock, Six Cottages in Lower George-street.

Mr. E. Salamon.—At his Rooms, at 11 o'clock, City and Country Landed Properties in the Insolvent Estate of T. W. Bowden; at 12 o'clock, Bottled Ale, Draught Cider, Sherry, Whiskey, Champagne, Claret, and Sauterne.

Produce Sale.—At a produce sale held yesterday by Mr. S. Lyons, twenty-four bales of wool and a lot of sheepskins were disposed of. The wool, which was of middling quality, and not well got up, realized 9d. per lb., and sheepskins 2½d. per lb.

News to Witnesses attending the Supreme Court.—His Honor the Chief Justice, in the course of a trial yesterday, when a witness refused to give his evidence unless he were paid for five days' useless, and to him very profitless, attendance, said, by law witnesses were not entitled to be remunerated for their loss of time; but sympathising as he did with witnesses so situated, he would submit a scale of allowances to be made to witnesses for his brother Judges' approval—hoping that this might lead to something more satisfactory to the numerous witnesses constantly in attendance.

Police Office.—The roster magistrates yesterday were Messrs. D. Allan and J. Alexander. Both gentlemen were present, the former opened the Court a few minutes after nine o'clock, and had disposed of a very limited list of drunkards (three offenders) and a couple of slight cases on the free list, when Mr. Alexander attended. Mr. Miles subsequently came on the bench, and the business of the day was disposed of shortly after eleven o'clock. The names of Alderman Broughton and Mr. J. Campbell appear on the roster for to-day. Captain Innes was yesterday absent from the Bench in consequence of severe indisposition.

Auctioneers' Licenses.—The names of the following parties, as applicants for auctioneers licenses, were yesterday added to the list which appeared in our last issue: Thomas S. Mort, Darlinghurst; Richard Fawcett, George-street; John Godfrey Cohen, George-street: and Alexander C. Brown, Liverpool-street.

Till Robbery.—A man named George Filewood was yesterday before the Police Court, charged with pilfering from the till of his employers, Messrs. W. and T. Bennett, boot and shoemakers, of George-street. The evidence went to show that the Messrs. Bennett having very reasonable suspicion of the prisoner's honesty, and missing on Monday evening sixpence out of the till, and on its subsequent examination at an early hour of Tuesday morning, there being found to be a further deficit of a shilling, determined on discovering the purloiner. There then being eleven shillings in silver in the till, the several pieces of coin were subjected to a private mark by a shoemaker's rasp. About five hours afterwards, on an account being rendered by the prisoner and Mr. T. Bennett, of the cash that had been in the meantime taken in the shop, on the contents of the till being counted up there was found to be 2s. 6d. short of the amount there ought to have been. The prisoner was at once accused of the theft, when he confessed it, and producing two shillings and a three-penny piece from his pocket, handed that sum over, stating it was all he had left. On the shillings being examined they were found to be two of those that Messrs. Bennett had marked. Filewood, who offered no defence, was committed for trial, but at the instance of the prosecutors, he was, however, allowed bail.

Indecency.—A man named John Harris, whose appearance betokened him to be considerably advanced in years, was yesterday sentenced by the Police Court to six months imprisonment, with hard labour, for a gross outrage on public decency. The particulars of the case, as disclosed by the evidence, were of a most disgusting character, and the extreme sentence allowed by the Act under which the wretch was prosecuted was most justly imposed.

Rosetta.—The mercantile and shipping interest are reminded that the fine first-class new schooner Rosetta, will be sold by Mr. G. A. Lloyd, at the City Mart, at 12 o'clock precisely, this morning. She has proved herself a most admirable vessel, is well provided with stores, and can with every confidence, be recommended to intending purchasers, as one of the finest crafts of the kind in the port. She could be sent to sea at an hour's notice.—*Communicated.*

We are requested to direct the particular attention of all classes of purchasers to John G. Cohen's extensive sale, this day, at Rooms—earthenware and glass comprising all articles in demand. Terms, liberal. Sale to commence at eleven o'clock precisely.—*Communicated.*

Sale of City Property.—Mr. Mort particularly directs attention to his sale of valuable city property this day, at half-past 12 o'clock, at his rooms; for full particulars see advertisement.—*Communicated.*

Mr. Mort's Produce Sale This Day.—Mr. Mort requests us to remind buyers of produce that his weekly sale takes place this day, at 11 o'clock (see advertisement), and will in future be held every Thursday at the same hour.—*Communicated.*

NEWS FROM THE INTERIOR.

(From our own Correspondent.)

WOLLOMBI.

November 19.—Although there have been very frequent changes in the atmosphere, (heat and cold, with very heavy gales of wind, and some showers of rain,) vegetation has been very rapid, and the wheat crop has every appearance of being most abundant, but later by two weeks than last season. The rust has appeared on the wheat of a number of the settlers; but fortunately at too late a period of the season to materially affect the grain. Smut is also complained of, but generally the quality of the wheat will be superior should the season continue favourable. But from the scarcity of labour how is the wheat to be cut down? or the farmer to be paid for his trouble? are questions easier asked than answered. Twenty to thirty shillings a week, with rations, and ten to fourteen shillings an acre, are the rates asked for reaping; and two weeks hence, when the harvest will be general, it is probable that much grain will be lost for want of hands. A reaping machine was brought to this district last year, but it proved useless, and it is not therefore probable that another trial will be made of one this season. It is to be lamented that famine and poverty should exist to such an extent in our fatherland, whilst here that food which the Almighty has so graciously provided is likely to be lost for want of labour to secure it at the proper time.

Two propositions for new lines of road connected with this district are now before the government—one of them from the northern road to Macdonald River by Blaxland's, and the other from Peat's punt on the Hawkesbury to the northern road or Murray's run on the Wollombi. Provided the government had funds to apply to the formation of the former road, and a very large sum would be acquired, its utility is rather problematical, as there are no markets either at the Wollombi or Macdonald River, neither is there any business intercourse between the inhabitants of the two localities. The settlers of the Macdonald River have water communication for their produce to Sydney, and the greater number of the residents of the Wollombi are nearer to Maitland than the Macdonald River. As respects the latter road the case is very different, for were it opened, the distance between Sydney and the Wollombi would be reduced twenty to twenty-five miles; and as part of the road has already been made on the intended line for Maitland, and the continuation of the ridge leading to the northern road being found so favourable, it is not likely that more than from three to four hundred pounds would be required for making a good road for teams. To the squatters of the north western district the opening of this road would be of infinite service, as there is an abundance of feed and water along the line for stock, and the greater length and difficulty of the Bulga line would be thereby avoided. The opening of the line to Peat's punt would only require a present advance from the government, as the sum required would soon be much more than repaid by the sale of land and allotments along the intended line of road.

The returns of live stock and stock slaughtered during the current year are likely to reach the government at a much earlier period of this year than usual, as the constabulary are now engaged collecting the particulars.

There must be several screws loose in the steamers plying between Sydney and Maitland, as there were only two arrivals of mails from the former place at the Wollombi Post Office during the past month.

John Foster, aged 30 years, second engineer, of the Rob Roy steam-ship, Lieut. W. Knocker, R. N., commander, was suffocated in a boiler, on board the Emerald Isle, steam-ship, lying in the Railway Dock, Hull, on Wednesday afternoon last. The unfortunate man went to examine the boiler, and was accidentally suffocated by the noxious gas in the boiler. The safety-valves, it appeared, were closed, and the deceased had expected they were open.—*English paper.*

ORIGINAL CORRESPONDENCE.

To the Editors of the Sydney Morning Herald.

Gentlemen,—Having observed several articles in your paper relating to the "possible redundancy of emigration," I cannot but express my extreme astonishment that such an idea could be broached in your journal. To say the least of it, it is premature. Scarcely six months have elapsed since the first emigrant ship arrived in Sydney, at a time when the cry for labour was both loud and general throughout the colony, and it was hailed with satisfaction by every stockholder. Surely the wants of all cannot already have been supplied by so meagre an addition to our population. I need only say, that in this particular district we have not experienced the slightest alteration as far as the price demanded for labour is concerned. At present, shepherds can with very great difficulty be obtained for wages amounting to twelve shillings, and as high as one pound per week with full rations, at a time, too, when our only export is at such an exceedingly low price. Editors of newspapers, and gentlemen resident in Sydney, observing the crowded state of the streets of our metropolis, form but a very erroneous opinion of our wants in the interior. Instead, therefore, of devoting your columns to useless lamentations and disquisitions on the superabundant population, it would be more for the colony's weal were you to exert your influence in causing that *presumed* redundancy to be distributed throughout the boundless sheep walks of New South Wales.

I have the honour to be,
Gentlemen,
Your very obedient servant,
R. R.

Wellington Vale, New England,
Beardie Plains, November 12.

[Had the writer of this letter read the articles he complained of attentively, he would have seen that we never said that sufficient labour had arrived. What we said was, that, judging from the tone of public feeling in England, there is a probability of the labour market being overstocked at a future day. There will be at least six different channels of emigration open next year, and if the Land Sales Act is not repealed, we have little doubt that more people will arrive than will be able to obtain employment; and to this fact we wish to draw the attention of the Government and the colonists. The Legislative Council passed a resolution that twenty thousand labourers during the current year, and ten thousand in future years would meet with employment, and we do not think they overrated the demand; but what we anticipate is, that *five* times that number may be sent out. Look at Mr. Waghorn's pamphlet, which, although extravagant, shows the current of popular feeling—he talks of sending out a Million souls. We have little doubt that the accuracy of our suggestions will be acknowledged before two years are over, although they may not be very palatable now.—Eds.]

ENGLISH EXTRACTS.

STATE OF PRUSSIA.

(From the Times Correspondent.)

Berlin, July 27.—The dissatisfaction of the Prussians with the proceedings of the Frankfort Central Government continues to increase. Two things required of the several states are likely to bring the question of how far their national independence is effected by the new system to a decisive issue,—the article of the future constitution of the Confederation which takes from the German governments the right of receiving at their Courts resident Ambassadors of foreign Powers, and being represented by envoys abroad, and the "homage" required from the troops of all the states to the Regent of the Empire, a ceremony at present fixed for Sunday, the 6th of August. The homage does not amount to an oath; and the form, as described in the despatch of Von Peucker, the War Minister of the Confederation, to General Schreckenstein, who holds the same office in Prussia, is exceedingly simple. On the day specified the troops are to be assembled on parade in their respective garrisons. The assumption of the command of all the armed force of Germany by the Regent is to be communicated to them, and they are then to be called on to give "three cheers," (ein dreimoliges Lebehoch), as the homage to the Reichverweser. Where possible, a salute of three rounds is to be fired, and from that day the German Imperial colours are to be worn by all the regiments, on their caps and attached to the flags. Three cheers certainly do now make an oath; but the form is not the matter in dispute, it is the principle. The Prussians assert that this is an invasion of the independence of the nation, and an useless one, as, whatever troops may hereafter be sent on service for the Confederation will do their duty under their allegiance to their Sovereign quite as well as if they had also done homage to the Regent and the empire. The campaign in Schleswig is cited as a proof and example of it. The Prussians are proud of their army, and the memory of the Great Frederick has still a powerful influence over the national spirit. They have no objection to be "the sword of the Confederation," but they have a strong aversion to anything that has even the appearance of making the Prussian army less exclusively Prussian. It is now sworn to the King, and will be hereafter sworn also to the constitution; but to add to the oath to King and constitution, a "homage" to an Austrian Prince as Regent of the Empire is at present a proposal so unpopular, that it is doubtful whether the order from Frankfort will be obeyed. If it is, it will be from a wish on the part of the Government not so soon to disturb the recent settlement of the "unity" question. It will be an act of Ministerial prudence and moderation opposed to popular feeling and prejudice. As to the change in the diplomatic system that would remove all the foreign Ambassadors to Frankfort. Berlin has a direct and material interest in opposing it, besides the patriotic one. It would not only lower the national dignity, but deprive the capital of a considerable source of brilliancy and profit. It is "not only disgrace and dishonour, but an infinite loss." As might be expected, therefore, this proposal is denounced even more emphatically than the required homage of the army. It is observed that a state too weak to assert its independance has nothing to sacrifice, but Prussia will not consent to be "effaced;" it will assist the Confederation, but with the clear understanding that it is not to be absorbed by it.

The constitution is the other great subject of discussion. It is reported that on all the more essential points the Ministry is prepared to support the present draught.

Next to it will come the remodelling of the corporation and communal system. The scheme is published; it is very long and excessively intricate, but may be described as a Municipal Corporation Act, which organises the local government of rural districts as well as towns, with the addition of a host of provisions for those minor matters which, with us, are left to be settled by the by-laws of the corporations, or by the ratepayers of the parishes themselves. The central authority retains so complete a control over everything, that it is not very apparent where or how the principle of self-government has made any advance. One provision shows a curious jealousy of the influence of the ties of kindred upon votes. No two members of a communal council can be related to each other in the second degree; if two persons so allied are chosen by the commune, the one who received the fewest votes must retire; if they have an equal number they are to cast lots, whether by dice, or pulling straws, or shaking names in a hat, or the simple head or tail, is not stated; it is one of the few things left to their own discretion.

Do not depend upon Government.—If one thing more than another has ruined Ireland, it is the infatuation of ascribing too much power and responsibility to Government. The Celt is always praying Jupiter to drag his wheels out of the mire. He can make his own terms with his landlord, like any English tenant. If the landlord refuses any reasonable terms, the principle of society is strong in Ireland, why is not public opinion brought into operation against him? But no, the Celt will not fight his own battle. He comes upon Parliament to fight it for him, and to compel the landlord to sign away his land. The English labourer cannot get land upon any terms. He can hardly get half a rood for potatoes. Does he call upon the Legislature to split property into small holdings, and let him have one at his own price? No; he manages as well as he can under this disadvantage, and sometimes does very much better than he would have done as the tenant of a hungry little farm. In point of political privilege there is nothing to choose between the condition of the Irish and the British labourer. If the former has no vote, no more has the latter. This great metropolis, the population of which is now computed at two millions and a-half, and which, therefore, contains nearly a third of Ireland, returns only sixteen members to Ireland's one hundred and five, that is less than one-sixth. Tipperary has four members; the borough of Marylebone, with a nearly equal population, and vastly more wealth and taxation, has only two. Here is a grievance, if the people of London were as ready to murmer and rebel as the people of Tipperary. But every idle or unfortunate Irishman puts it all upon Government. He is a labourer without work. Are there no English labourers in the like case? He is "exterminated" by the proprietor. Is not this an every-day occurrence in an English parish? He fails in trade. Does not this happen sometimes in England? He is a barrister without a brief. Are there none such on this side the Channel? He is a young gentleman of education, genius, and enterprise, but without employment. Is that class confined to Ireland? No; the difference in all these cases, and in many more, is that the Irishman ascribes his failure to the want of a separate Legislature, or some such imaginary grievance.—*Times.*

The Potato Crop.—We have hitherto refrained from noticing the reports which have been circulated respecting the re-appearance of the potato disease. We were aware that many of the statements which had been published were grossly exaggerated; and we therefore resolved, before addressing our readers on this subject, to make a careful examination of the condition of the crop over an extensive district. From the result of this examination, we regret that it is our duty to state, that it is probable that this unfortunate country will this year also suffer a considerable loss of that crop which, despite the warnings of the past seasons of suffering, is still, in many parts of Ireland, the chief dependence of the farmer. Our readers are aware that we have diligently laboured to convince the farmer that it was madness to rely upon a single uncertain plant for food, and that sound husbandry required that other crops should be substituted for a portion of the potatoes which in former years he was accustomed to grow. Unfortunately, the idea that the disease would not again attack the crop somehow or other got possession of the public mind, and induced our farmers to recommend its extended cultivation. We have received specimens of potatoes from the county of Down in the most advanced state of decomposition; and last week, by the kindness of Dr. Mongomery, we had the opportunity of examining the state of the fields on his farm at Dunmurry, where the disease was exhibited in every stage, from the brown spot on the leaf and root, to the dotted blotch on the skin of the tuber. We were particularly struck with the greater extent of the disease in the most exposed part of the field; the same effect of exposure has this year been observed in many parts of the country. On Dr. Montgomery's farm, the potatoes, which had been planted in February, where the crop was sheltered by a hedge, exhibited a most luxuriant appearance and no trace of disease; and their healthy green colour contrasted forcibly with the blackened and decaying haulms on the same bed, beyond the shelter of the hedge, and where it had been broken down. The blackened stalks gave out the sickening odour which is so characteristic of the disease; but the tubers were but slightly affected. We have received several reports, both from Down and Antrim, that fields, which were safe last week now exhibit marks of disease. We believe, however, that the disease in its early stage is frequently not observed; and a person driving through the country, and observing the luxuriant appearance of the stalks, would be inclined to regard fields as perfectly free from disease, which upon a closer inspection would be found marked for destruction.—*Belfast Whig.*

The Earl of Clarendon has presented £1,000 to the Royal Agricultural Improvement Society of Ireland, towards defraying the expenses of the practical instructors.

BIRTH.

On the 21st instant, at 351, Castlereagh-street, the wife of Arthur M. a'Beckett, Esq., of a daughter.

MARRIED,

At Walcha, New England, on the 8th instant, by the Rev. Henry Tingcombe, Charles William Montague Scott Morrison, Esq., son of the late Daniel Morison, Esq., Comptroller of Her Majesty's Customs, Glasgow, to Mary Ann, only daughter of the late James G. Smith, Esq., of Her Majesty's 43rd Regiment.

On the same day, at Walcha, C. C. Macdonald, Esq., late of Her Majesty's 22nd Regiment, to Ann Campbell, only daughter of the late James Galbraith, Esq., Solicitor, Ayr, N.B.

DIED,

On Saturday, the 18th instant, at her father's residence, in Newcastle, in the 17th year of her age, Mary Ann, eldest daughter of Mr. Thomas Buxton, after five days' illness, deeply and deservedly regretted by all who knew her.

THE Friends of the late Mrs. Cole are respectfully requested to attend her Funeral, which will take place To-morrow Afternoon, Friday, the 24th instant, at three o'clock precisely.

The procession will move from her late residence, Bee Hive, Prince-street.

RICHARD HAYES, Undertaker.

8161

PATENT SPERM CANDLES.

JUST RECEIVED, a fresh supply of PRICE'S, FIELD'S, and HALE'S patent SPERM CANDLES, in boxes of 25lb. each, equal to the pure sperm, at one shilling and sixpence per lb. by the package.

A. FOSS,

7791 313, Pitt street North.

NEW FRUIT,

EX VOLUNTEER.

CURRANTS in caroteels
Ditto in barrels
Muscatels in half boxes
Sultana raisins in quarter drums
Jordan almonds
Barcelona nuts
French prunes

On sale at

A. FAIRFAX'S,

8095 394, George-street.

FOR SALE by the undersigned,—Congou, souchong, caper souchong, orange pekoe, gunpowder, hyson, young hyson, hyson twankay, and hysonskin teas, in chests, half-chests, and catty boxes.

Also, ration, grocers', and white sugars from China and Mauritius.

BOGUE AND CO.

Pitt-street, November 22. 8138

VINEGAR.

30 HOGSHEADS of best Cider Vinegar, at one shilling (by the hhd.) per gallon, at ELLIOTT'S, Lower George-street, nearly opposite Mitchell and Co.'s.

8221

TO CARPENTERS AND BUILDERS.

FOR SALE, AT THE NORTH SHORE,

ALL the Wooden Buildings erected at Robertson's Point, as they stand, consisting of—

One large dwelling house, built of hardwood, weatherboarded and shingled.

One large shed, shingled roof.

One large ditto, bark roof.

One cottage, weatherboard, with blacksmith's shop attached.

The above are nearly new, not having been erected quite twelve months, and are so constructed as to admit of removal, for which a reasonable time will be allowed.

Apply to

JOHN TAYLOR,

7828 8, Church-hill.

KIAMA.

FOR SALE by private contract, a half acre allotment of LAND in the above township, and a brick cottage thereon, containing five rooms, with verandah in front. There is a good supply of pure water. The premises is in a good situation, near the public Jetty, and rented to Mr. Charles Beck, storekeeper.

For particulars apply to Mr. John Bibb Macquarie-street, Sydney. 8190

CATTLE FOR SHIPMENT.

FOR SALE, by Private Contract, 160 Head of prime Heifers, from two to three years old, well bred, perfectly quiet, in first rate condition, and every way suitable for exportation to any of the adjacent islands or settlements. Terms liberal. Apply to

JAMES CULLEN, Plough Inn, Richmond Road.

TO WOOLGROWERS AND OTHERS.

ADVANCES will be made by the undersigned on any quantity of wool, upon its arrival at the stores, and if required it will be stored for

NINETY DAYS RENT FREE.

Commission for effecting the sale either by auction or private contract,

ONLY ONE PER CENT.

SAMUEL LYONS, Auctioneer,

7364 George street and Charlotte-place

WOOL AND SHEEPSKINS.

THE Undersigned are cash buyers of Wool and Sheepskins, either washed or in the grease; or will make liberal advances on wool consigned to their house in England.

SWAIN, WEBBS, AND CO.

8953 Harrington street Church-hill.

WOOL AND SHEEPSKINS.

THE undersigned is a buyer of the above.

ABRAM BRIERLEY,

6941 Sussex-street.

NOTICE.—All persons having any claims against the undersigned, are requested to tender the same for payment, at his residence, opposite the New Gaol, South Head Road, within fourteen days from the date hereof, that the same may be forthwith examined and discharged. And all persons indebted to him are requested to pay the amount of their respective accounts within the same period.

ROBERT TAYLOR.

Dated this 21st day of November, 1848. 8027

AJAX

WANTED—Salt Beef, Ditto Pork, Biscuit, Flour.

Apply to her Agent, AUGUSTUS DREUTLER, 423, George-street,

[illegible] Near King-street

WANTED, £1800.—The undersigned is empowered to treat for the loan of the above stated sum of money on mortgage of two city properties, in the principal thoroughfares of Sydney, at 7½ per cent. interest.

W. P. WILSHIRE, No. 3, Gloucester-terrace,

8191 Macquarie-street South.

TO BUILDERS.

TENDERS are required for the erection of a stone building in Barrack-lane. Plans and specification may be seen at the office of Mr. Henry Robertson, Architect, 214, Pitt-street.

Sealed tenders to be delivered to George Miller, Esq., on or before December 11th, addressed to the Trustees of the Savings' Bank, and endorsed Tender for Building Savings' Bank.

The Trustees will not be bound to accept any tender, unless they consider the same eligible.

Security required. 7959

WANTED, three Apprentices to the Straw Bonnet business. Apply to MRS. KNOX.

8200 No. 210, Pitt-street, Sydney.

WANTED, a Female Servant. Apply to Mrs. Roberts, 234, Elizabeth-street North. 8186

WANTED in a small family, a general servant. Reference required. Apply at the *Herald* Office. 8208

WANTED, a situation in a store or warehouse, or as collector in a respectable establishment, by a young Man who has been for some years resident in Sydney; writes a good hand, and is competent to keep accounts; or would have no objection to make out tradesmen's accounts. Address (if by letter post-paid) to H. A. B., *Herald* Office. 8097

WANTED, a situation as Miller by a person recently arrived from England, in town or country. The most satisfactory references can be given, both as to respectability and capability of undertaking the entire charge and responsibility of an establishment. Applications to be left at the Kent Brewery. 8197

TEN POUNDS REWARD.—Stolen from Street's Wharf, Sussex-street, a number of Cedar Boards. Any person giving information so as to bring the parties to justice shall receive the above reward.

WILLIAM BROWN, Sussex-street.

November 20. 8088

FIVE POUNDS, OR ONE POUND REWARD.

STOLEN or Strayed, from College Green, opposite Hyde Park, a chestnut Mare, five years old, standing upwards of sixteen hands high, branded EL on the near shoulder, small blaze on face. Also, a bay mare, with black points, star on face, branded W on the ribs near side, six years old, and about sixteen hands high. Any person detaining them after this notice will be prosecuted.

If stolen, any person who will give such information as shall lead to the conviction of the thief will receive £5 reward; and if strayed, £1, on restoring the mares to B. Newall, at Mr. Todd's, Macquarie-street; or to Mr. James Farmer, Crown Inn, Brickfield-hill. 8196

TEN SHILLINGS REWARD.—COW LOST.—Strayed, on Sunday last, from Victoria-street, Woolloomooloo, a Yellow Horned Cow, branded TF on right shoulder. Whoever will bring the said Cow to Mr. Daniel Douglass, Victoria street, Woolloomooloo, will receive the above reward. 8184

LOST, on Sunday afternoon, in King or York street, a Pearl Ring, with a brilliant in the centre. Whoever will bring the same to Mr. T. T. Balcombe 52, York-street will be rewarded for their trouble. 8179

A CARD.

MRS. F. SHEA, O'Connell-street, next the Club-House, has superior BOARD AND RESIDENCE, suites of rooms for the accommodation of families, or separate apartments for professional or other gentlemen.

N.B.—A phaeton and pair kept on the premises. 8229

OFFICES TO LET—the first floor of 452, George-street. 8323

OFFICE TO LET, centrically situated in George-street, nearly opposite the Barrack-gate, lately occupied by T. W. Smart, Esq.

Apply to B. S. Lloyd, 482, George-street. November 22. 8198

TO BE LET, with immediate possession, the house in Castlereagh street, lately occupied by the Rev. Mr. Bodenham. Apply at the Bank of New South Wales.

HOUSE TO LET.

THAT commodious residence, in Jamison-street, known as No. 2 of the Australian College Buildings, recently occupied by Miss Grey. Apply to Mr. D. M'Pherson, opposite. 8422

TO LET, with immediate possession, the house and premises in the rear of Reiby House, Macquarie-place. Apply to Mr. S. Hebblewhite, near the Post-office; or Mrs Reiby, Newtown. 7076

COTTAGE TO LET.

A COMMODIOUS Cottage Residence, in Goulburn street East, with small garden, back yard, and well of good water, kitchen, coach-house, and stable detached. Apply on the premises, or at Upper William-street, Darlinghurst, to

8195 WILLIAM MOIR.

TO LET, Cleveland House and grounds, Elizabeth-street South, at present in the occupation of John Tooth, Esq.

Also

Grono Park, a very desirable estate on the Hawkesbury, comprising about 300 acres, at present in the occupation of Mr Thomas Grono; and several country properties at a nominal rental. Apply to Mr. James Cooper, Engehurst; or No. 5, Park-street Sydney. 8181

WINDMILL.—To Let, that well-known Mill Craigend, Woolloomooloo Apply to Thomas Hyndes, Sussex-street. November 24. 8134

TO LET, the house at the Glebe lately occupied by Mr. Woolley, with or without the upper garden. Rent moderate. Apply to T. Woolley, Office, George-street. November 1. 6977

BALMAIN.

THE House just vacated by Captain Devlin, consisting of seven rooms, detached kitchen, an excellent well of water, garden and pleasure grounds, will be let at a very moderate rent. Those premises are delightfully situated on the terrace opposite the Steam Ferry, and will be found a most desirable and genteel family residence.

Apply to Mr. Blake, at Mount Shamrock. 6185

TO BE SOLD BY PRIVATE CONTRACT, THIS DAY November 23, a few superior Horses, broken in. Also, some neat Ponies, at the Crown Inn, Brickfield hill. 8214

SALES BY AUCTION.

FIRST WOOL SALE OF THE SEASON. WOOL, SHEEPSKINS, AND TALLOW.

MR. R. FAWCETT

Will sell by public auction, at his Commercial Sale Rooms, George-street, THIS DAY, NOVEMBER 23, At half-past 11 o'clock precisely.

16 BALES clean fleece WOOL
1700 Sheepskins (very superior)
2 Casks Mutton Tallow.

Terms—Cash. 8174

MR. ARMSTRONG will sell by auction ON FRIDAY NEXT, At 12 o'clock, At his Repository, THE THOROUGH-BRED STALLION

FIGARO,

Bred by Thomas Icely, Esq.; foaled on the 7th October, 1844. Figaro is by Gil Blas, out of Flora M'Ivor.

Gil Blas foaled in 1836; bred by Lord Albemarle; by Muley out of Bequest. See Stud Book, vol. 4, page 27.

Gil Blas ran well whilst in the possession of Lord Albemarle, winning £100 at Newmarket and £150 at Ascot.

Flora M'Ivor by Old Emigrant, out of Cornelia by Grasshopper, out of Mante by Soothsayer.

Mante was imported by Thomas Icely, Esq.; dropped Cornelia a very few days after her arrival in this colony.

FIGARO is a rich bay with black points, possesses immense power, and very superior racing points.

He is now standing at Armstrong's Veterinary Repository for inspection.

Also, several well-bred saddle and harness Horses, six of which are now in the Repository. 8234

SHEEP AND STATION.

MR. STEWART will sell by auction, at his rooms, in York-street, ON TUESDAY, DECEMBER 5, At 12 o'clock,

A flock of fine healthy Sheep, fine woolled, and warranted sound, together with a most excellent station, situate in the MURRUMBIDGEE DISTRICT, and only twelve miles off the Port Phillip road. The station will carry in all seasons from 4000 to 5000 sheep in about four flocks. It is well watered, and has the usual improvements, huts, paddock, milking yard, &c.

To any gentleman whose run is overstocked, or to any small capitalist, this is a most desirable opportunity, the district being celebrated for its salubrity, while the outrages of blacks and bushrangers are wholly unknown. 7250

MONDAY, NOVEMBER 27, 1848.

88 PACKAGES, EX WEST INDIAN.

TO CROCKERYWAREMEN, GROCERS, DEALERS, AND OTHERS.

SALE WITHOUT RESERVE.

MR. SAMUEL LYONS

Will sell by auction, at his Mart, on MONDAY, NOVEMBER 27. At 11 o'clock, precisely, WITHOUT RESERVE.

THE following assortment of Goods, now landing EX WEST INDIAN.

A (in diamond) 188 — 23 PACKAGES EARTHENWARE, consisting of— Printed bowls and saucers, bowls, willow dishes, and bakers, assorted sizes; Soup plates, twifflers, muffins; Jugs, ewers, and basins; Chambers, bowls, &c.; Hampshire, Oxford, and Milan vases

L
5—29 25 Cases pint pickles, 4 doz. each
31—39 9 Cases ½lb. mustard, 5 doz. each
40—49 10 Cases bottled fruits, 3 doz each
50—53 4 Cases half-pint sauces, 5 doz. each

L S
54 1 Case playing cards, 100 dozen
55 1 Case violins, flutes, flageolets
56 1 Case hoops and sticks, traps and bats, and white and brown balls, cricket bats, wickets, &c.
57 1 Case fancy baskets, in nests
58 1 Case composition dolls, assorted sizes
59 1 Case fancy gilt top and other walking sticks
60 1 Case Dutch clocks, dressing combs, hair, cloth, tooth, and shaving brushes, brooches, steel bead purses, dressing cases, &c.
61 1 Case Meerschaum and China pipes
62 1 Case dressing cases, shaving brushes, embroidered purses, framed engravings, &c., &c.
63 1 Case gilt brooches, tooth brushes, &c.
64 1 Case Dutch clocks, paper tea trays, hairbrushes, accordions, and leather cigar cases
65 1 Case shaving boxes
66-67 2 Cases round congreves
68-70 3 Cases China ornaments.

Also, ex Lima, 6 Casks horsehair.

Terms at sale.

On account of the great number of lots, the sale will commence precisely at 11 o'clock. 8038

HOBART TOWN JAMS, HAMS, AND STOCKMENS' BOOTS.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart, THIS DAY, THURSDAY, At 11 o'clock,

2 CASES Hobart Town Jams and Jellies, in small jars and fine condition
24 English Hams.

Also,

1 Case *Stockmen's Boots*, well-made and assorted sizes.

Terms at sale. 8216

SECONDS FLOUR.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart, THIS DAY, THURSDAY, At 11 o'clock,

EIGHT TONS Seconds Flour, perfectly sound.

Terms at sale. 8217

PRESERVED BANANAS.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart, THIS DAY, THURSDAY, At 11 o'clock, Without any reserve,

FROM 300 to 400 packages *preserved Bananas*, just arrived from the Islands.

Terms at sale. 8218

SUGAR.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart, THIS DAY, THURSDAY, At 11 o'clock, WITHOUT ANY RESERVE.

FROM 60 to 70 BAGS RATION SUGAR.

Terms at sale. 8158

PATRAS CURRANTS.

JUST LANDED.

MR. GEORGE A. LLOYD.

Will sell by auction, at the City Mart, THIS DAY, THURSDAY, At eleven o'clock,

D | M & | Co. 13—26 — 4 CAROTELS PATRAS CURRANTS.

Terms at sale. 8157

EPSOM SALTS, CHOCOLATE, TOBACCO, BOTTLED FRUITS, PICKLES, SAUCES, &c.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart, THIS DAY, THURSDAY, At 11 o'clock,

23 BARRELS EPSOM SALTS
19 Boxes chocolate
11 Kegs negrohead tobacco
16 Cases bottled fruits
3 Cases pickles
2 Cases soy
2 Cases sauces

Terms at sale. 8066

BOLTING CLOTHS, EUROPE STRING.

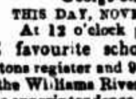
MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart, THIS DAY, THURSDAY, at 11 o'clock,

MG & Co. 105 — ONE Case Bolting Cloths, Nos. 5, 1, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19

One bale, 224 lbs., Europe Twine

Terms at sale. 8057



THE FINE FAST-SAILING SCHOONER ROSETTA.

MR. GEORGE A. LLOYD

Will sell by auction, at the City Mart, 474, George-street, THIS DAY, NOVEMBER 23, At 12 o'clock precisely,

THE favourite schooner Rosetta, of 73 tons register and 90 tons burthen; was built at the Williams River in 1847, under the most able superintendence, and is, *without exception, the finest vessel of her class in the port.* The auctioneer can with every confidence strongly recommend her to the notice of intending purchasers. She is coppered and copper fastened, and well-found with stores in every respect.

The vessel can be inspected off Deloitte's Wharf, Miller's Point; and inventory of stores can be seen at the Office of the Auctioneer.

THE TERMS

Will be declared at the time of sale. 7906

IMPERATIVE SALE

OF ALL THE VALUABLE AND HIGHLY IMPROVED ESTATES OF HENRY F. CLIFFE, ESQ., AT NEWTOWN, SURRY HILLS, AND PARRAMATTA.

MR. GEORGE A. LLOYD

Has the pleasure of announcing to capitalists and others, that he has received instructions for the absolute sale by public auction, AT THE CITY MART, 474, GEORGE STREET, ON FRIDAY, DECEMBER 1, At 12 o'clock precisely,

THE undermentioned valuable Properties, with all their varied and extensive improvements—a short sketch of which is subjoined.

PARRAMATTA.

An Allotment of Land situate at the corner of Church and Phillip streets, having a frontage to the former of 104 feet, and to the latter of 138 feet, occupying in all *one rood and seventeen perches*; on which stands a GOOD BRICK STORE, WITH CELLAR.

And

A WEATHER-BOARD PLASTERED COTTAGE Of three rooms, with kitchen, brick stable, out-houses, and many other substantial improvements.

With regard to this property, it is merely necessary to state, that it is in the very centre of the town, and is unquestionably the most business-like spot in it.

Three Allotments *in Macquarie-street*, adjoining the Wesleyan Chapel, and containing two roods and twelve perches; upon which there has been recently erected

A HANDSOME, WELL-BUILT STONE COTTAGE Of four rooms, with detached kitchen, loft over, pantry, coach-house, stables, oven, and every other convenience requisite to render it a most complete and comfortable residence for a respectable family.

This property requires no recommendation from the auctioneer, every person at all acquainted with Parramatta knows that it is one of the prettiest little places in it.

SURRY HILLS.

A CHOICE ALLOTMENT of Land, containing two roods and eleven perches, situate on the Surry Hills, adjoining Mr. E. S. Hall's grant, and possessing a frontage of two hundred and three feet to the Botany Bay Road.

This land was selected by the proprietor sometime previous to the present great demand for, and increased value of, property in that neighbourhood. It can therefore be depended upon as a most eligible site for building purposes.

NEWTOWN.

A most valuable parcel of about TEN ACRES (originally divided into six building allotments) situate upon the Newtown Road, on the western side, a short distance beyond the Church, and possessing the very large frontage to the road of fourteen chains sixty-eight links.

With respect to this property the auctioneer would remark that it is a most excellent situation for building purposes. And looking at the vast increase made during the last few years, in the respectability and number of inhabitants in that neighbourhood, there can be no doubt that this land will soon become of great value.

Terms of sale.

10 Per cent. cash deposit
20 Per cent. at three months, with interest at 8 per cent.
20 Per cent. at six months, with interest at 8 per cent.

The residue may remain upon mortgage, if required, for two years, at eight per cent. 7963

BEST HALF-PINT TUMBLERS, CONFECTIONERS' GLASSES AND COVERS, CUT WINES, ASSORTED GLASSWARE.

JOHN G. COHEN will sell by auction at his Rooms, 490, George-street, THIS DAY, NOVEMBER 23, At 11 o'clock precisely,

Thirteen packages, comprising—
Star bottom half-pint tumblers
Moulded ditto ditto ditto
Plain half-pint tumblers
Cut tulip, flanged and princess wines
Confectioners' glasses and covers
Assorted cut glass, in sets
Cut soda water tumblers

Terms at sale. 8021

50 CRATES FLOWING BLUE AND WILLOW PATTERN EARTHENWARE.

JUST LANDED.

TO SHIPPERS, STOREKEEPERS, EARTHENWARE DEALERS, AND OTHERS,

JOHN G. COHEN will sell by auction, at his Rooms, 490, George-street, THIS DAY, NOVEMBER 23, At 11 o'clock precisely,

The following superior assortment, viz.:—

FLOWING BLUE WARE.

2 Crates dinner plates, Albert shapes

FLOWING BLUE, OLIVE, ANGLICINE, AND MEDICI.

1 Crate pie and cheese plates, ditto
1 Crate dishes, 9 to 16 inch, ditto
Pie dishes, ditto
1 Crate soup tureens, cover dishes, and graveys, ditto
2 Crates cups and saucers, ditto
1 Crate bowls, ditto
2 Crates ewers and basins, ditto
Fancy painted cans, ditto
2 Crates chambers ditto

WILLOW WARE.

11 Crates willow dinner plates, 10 inch
4 Crates ditto pie ditto, 8 inch
2 Crates ditto cheese ditto, 6 inch
4 Crates ditto dishes, 9 to 16 inch
2 Crates ditto bakers', 9 to 12 inch
2 Crates ditto soup tureens
Sauce tureens, gravies
10 Crates cups and saucers, blue printed
3 Crates bowls, to match

Terms at sale.

The auctioneer begs the particular attention of shippers and storekeepers to this superior assortment, the whole of which will be positively sold. 7935

CRATE OF ASSORTED GLASSWARE.

TO EARTHENWARE DEALERS, STOREKEEPERS, AND OTHERS,

JOHN G. COHEN will sell by auction, at his Rooms, 490, George-street, THIS DAY, NOVEMBER 23, At 11 o'clock,

rates assorted Earthenware, comprising every article adapted for shippers and country stores.

Terms at sale. 8019

REMAINING LOTS UNSOLD.

TO CLOSE ACCOUNTS.

JOHN G. COHEN will sell by auction, at his Rooms, 490, George-street, ON FRIDAY NEXT, NOVEMBER 24, At 11 o'clock precisely,

REMAINING LOTS UNSOLD:—
Drapery
Brushware
Combs
Cutlery, plated goods
Flags, &c., &c.

Terms at sale. 8235

MORETON BAY WOOL.

MR. JOHN RICKARDS will sell by auction, at his Rooms, George-street,

THIS DAY, At half-past 10 o'clock, 5 Bales of Wool.

Terms, cash. 8236

SALE OF HOUSEHOLD FURNITURE AND EFFECTS,

AT THE CRICKETERS' ARMS, CORNER OF PITT AND MARKET STREETS.

MR. W. G. MOORE

Has received instructions from the present proprietor, who having disposed of her business, to sell on the premises, THIS DAY, NOVEMBER 23,

A QUANTITY of Surplus Furniture, of a very superior quality, comprising—
Horsehair sofas
Chairs to match
Dining tables
Pictures
Garden engine
Handsome set of china
Cases of insects
Cases of birds
Great variety of kitchen utensils and other sundries.

Terms—Cash. 8094

MR. W. G. MOORE respectfully begs to call the attention of the public to his sale, which will take place THIS MORNING at the Cricketers' Arms, Pitt-street, and the following Goods omitted in this day's advertisement, viz.:—
5 Hogsheads Bass's ale
Patent cooking apparatus
Splendid China gong
Dinner service
Chinese ivory junk, cost in China £30
Tent and poles, large size, nearly new
Mahogany set of dining and telescope tables, cost 35 guineas, from Topsell, Holland, and Son, London
Splendid eight-day clock, with glass shade
Barometer, &c. 8237

MESSRS. CROSSE AND BLACKWELL, 21, SOHO-SQUARE, LONDON. OILMEN'S STORES.

MR. CHARLES NEWTON

WILL sell by auction, at his Rooms, on FRIDAY NEXT, NOVEMBER 24, At 11 o'clock,

The undermentioned assortment of Oilmen's Stores, from the above CELEBRATED MANUFACTURERS:—
Salad oil, pints
Ditto ditto, half-pints
Mixed pickles, pints and quarts
Superior hot pickles, pints
West India ditto ditto
Best Durham mustard, pounds and half-pounds
Ditto vinegar, quarts
Ditto white wine ditto, quarter-casks
Capers, half-pints
French and Spanish olives
Preserved salmon, 1 lb. tins
Anchovy and bloater paste
Herrings in tins
Anchovy and assorted sauces
Chocolate and cocoa, lbs. and half lbs.
Currie and mulligatawney paste
Lucknow chutney
Herrings in jars
Jams, jellies, and bottled fruits
Raspberry vinegar
Soup and bouilli, in 6 lbs. sealed tins
Fresh oysters, in pint ditto ditto.

Terms at sale. 8069

DAMAGED SUGAR.

ON ACCOUNT OF WHOM IT MAY CONCERN.

Ex Peri, Gwatkin, master, from Mauritius.

MR. CHARLES NEWTON

WILL sell by auction, at his Rooms, ON FRIDAY NEXT, NOVEMBER 24, At 11 o'clock,

60 Bags Mauritius sugar, slightly damaged
30 Bags ditto ditto, much ditto

By sea water.

Terms, cash. 8211

WOOL.

TO WOOLGROWERS, FELLMONGERS, AND OTHERS.

MR. CHARLES NEWTON

Intends Selling EVERY WEDNESDAY, At 12 o'clock, At his Sale Yard, Pitt-street,

WOOL, TALLOW, SHEEPSKINS, and all kinds of COLONIAL PRODUCE, for which he is prepared to make CASH ADVANCES. 8686

TAAL AND ZEBU SUGAR.

TO CLOSE A CONSIGNMENT.

WITHOUT RESERVE.

MR. CHARLES NEWTON

WILL SELL by auction, at his Rooms, on FRIDAY NEXT, NOVEMBER 24, At eleven o'clock,

865 bags dry Taal sugar, in small bags, a very fine sample, equal to West Indian
600 ditto dry Zebu, small mats.

The above sugars having to be sold WITHOUT RESERVE, a favourable opportunity is presented to the trade.

Terms at sale. 8058

NUTMEGS AND COFFEE.

MR. CHARLES NEWTON

WILL sell by auction, at his Rooms, on FRIDAY NEXT, NOVEMBER 24, At 11 o'clock,

Three casks Nutmegs
Ninety bags Java Coffee.

Terms at sale. 8210

IN THE INSOLVENT ESTATE OF T. W. BOWDEN.

BY ORDER OF THE ASSIGNEES.

MR. EDWARD SALAMON is instructed to sell by auction, at his Rooms, George-street, THIS DAY, NOVEMBER 23, At 11 o'clock,

The right, title, and interest of the Assignees of the above estate, in and unto the equity of redemption of the following highly valuable properties:—

The newly and substantially built premises in Liverpool-street, known as BOWDEN'S SUGAR WORKS, With all the machinery and apparatus complete

THE ELEGANT AND COMMODIOUS MANSION AT THE GLEBE, recently in the occupation of Mr. Bowden.

TWO SUBSTANTIAL VILLA RESIDENCES at the Glebe, adjoining the above

Ninety perches of land in George-street Parramatta

Fifty acres of land at Brisbane Water

Two roods, twenty-five perches, at Waverley

Fifteen acres, three roods, and ten perches at Bank's Town

One hundred and seventy-two acres of land in the county of Durham

An allotment at Hunt's Creek, Parramatta

Leasehold property at the Glebe, consisting of Five cottages, charcoal works, &c.

Plans of the principal properties may be seen at the rooms of the Auctioneer, from whom further particulars may be ascertained.

Terms at sale. 8238

BOTTLED ALE, DRAUGHT CIDER, SHERRY, WHISKEY, CHAMPAGNE, CLARET, AND SAUTERNE.

MR. EDWARD SALAMON will sell by auction, at his Rooms, George-street, THIS DAY, NOVEMBER 23, At 12 o'clock,

200 Casks Younger's celebrated pale Alloa ale, in 3 and 4 dozen packages
15 Ditto ditto ditto in pints
2 Pipes Devonshire cider
2 Butts, 2 Hogsheads, 2 Quarter casks } Pale sherry
10 Cases very superior gold colour sherry
2 Puncheons fine Islay whiskey
25 Baskets each 1 dozen superior champagne
10 Cases each 3 dozen Lafitte claret
5 Cases each 3 dozen Haut Sauterne.

Terms at sale. 8240

IN THE INSOLVENT ESTATE OF T. W. BOWDEN.

BY ORDER OF THE ASSIGNEES.

TREACLE, PIECES, SYRUPS, FRENCH BURR MILL STONES, SUNDRY UTENSILS, OFFICE FURNITURE, &c.

MR. EDWARD SALAMON has received instructions to sell by auction, AT THE SUGAR WORKS, LIVERPOOL-STREET, ON WEDNESDAY, NOVEMBER 29, At 11 o'clock,

The contents of 74 moulds of undried No. 1 pieces
Ditto of 56 ditto of smear from No. 1 pieces
Ditto of 20 ditto of tips and brushings from loaves
Ditto of 21 ditto of mixed scrapings
Ditto of 72 jars and 2 casks thick syrup
Ditto of 236 small jars of green syrup
About 127 gallons of fine syrup
50 mats No. 1 pieces
26 casks of fine treacle
About 12 tons animal charcoal
4 cast iron retorts and mouth pieces
2 furnace doors and frames; 2 sets fire bars
2 iron canisters, on wheels
Large pair scales and weights
3 copper filling out cans
2 pair French burr mill stones, 4 feet 6 inches diameter
Large office clock, and sundry office furniture
Lot of engineer's tools and castings
Lot of dry casks and new sugar mats
Wheel barrow, yard bell, tools, and various sundries.

Terms—Cash. 8239

CEDAR.

AT THE UNION WHARF.

MR. MORT

Will sell by public auction, at the Union Wharf, THIS DAY, THURSDAY, NOVEMBER 23, At 10 o'clock precisely,

15,000 FEET CEDAR, in logs
5000 Ditto, in boards.

Terms at sale. 8225

BEEF, PORK, TONGUES, FLOUR.

THIS DAY, THURSDAY, NOVEMBER 23, At eleven o'clock.

MR. MORT will sell by public auction, at his Rooms,
30 Tierces beef
10 Casks pork
3 Casks tongues
14 Bags seconds flour.

Terms at sale. 8226

THURSDAY'S PRODUCE SALE.

WOOL, SHEEPSKINS, TALLOW, HIDES.

MR. MORT

Will sell by public auction, at the Stores in the rear of his Rooms, THIS DAY, THURSDAY, NOVEMBER 23, At 11 o'clock,

45 BALES OF WOOL
35 casks tallow
197 hides
2470 sheepskins

Terms—Cash. 8223

CITY PROPERTY.

(BY ORDER OF THE MORTGAGEE.)

A SECURE RENT-ROLL, PAYABLE PUNCTUALLY EVERY WEEK, AND ARISING FROM SIX COTTAGES, SITUATE IN LOWER GEORGE-STREET, THREE OF WHICH HAVE FRONTAGES TO HARRINGTON-STREET.

WILL BE SOLD BY AUCTION, BY MR. MORT

AT his Rooms, George-street, to the highest bidder, THIS DAY, THURSDAY, NOVEMBER 23, At half-past 12 o'clock, IN ONE OR MORE LOTS, At the option of the purchaser.

LOT 1.

Three newly built brick cottages, well finished and let to permanent and punctual tenants, at five shillings each per week. These have frontage to Harrington-street.

LOT 2.

A weather-boarded cottage, let on a repairing lease at four shillings per week.

LOT 3.

Two excellent cottages, built of stone, having entrance from George-street by Sparkes's-lane, and let to first-rate tenants at six shillings per week each.

This central and compact property commands a certain rental at the rates above quoted; its convenient position always ensuring good and permanent tenants, 8224

TO BE SOLD BY AUCTION, by Mr. T. S. MORT, at his Rooms, George-street, without reserve, THIS DAY, NOVEMBER 23, At 12 o'clock precisely,

One handsome built Phaeton, well adapted for a Private Family, lined with drab, and can be worked with either one or two horses. 8222

AN UNRESERVED SALE

OF DRAPERY GOODS, SLOPS, WOOLLENS, UMBRELLAS, PARASOLS, CLOTH CAPS, &c. &c.

MR. MORT

Has received instructions to sell by public auction, at his Rooms, TO-MORROW, FRIDAY, NOVEMBER 24, At 11 o'clock,

49 PACKAGES as under, viz.—
Two cases dark chintz prints
Two cases small pattern check ditto
One bale 36 inch fine white shirting
Two cases fine brown hollands
Two cases drab moleskins
One bale 9-4 bleached sheeting
Two cases linen thread, assorted
Two bales Scotch twilled shirts
Three bales striped ditto
Two bales coloured counterpanes
Two bales stout navy blue prints
One case gent's white shirts
One case ⅞ lawns and cambric handkerchiefs
One case web braces
One case Irish linen and diaper.
Two bales apron checks
Two ditto 36 inch Scotch shirting, stripes
One case rich Cashmere and wool shawls
One ditto brown silk parasols
One ditto ditto umbrellas
Two ditto assorted haberdashery
One ditto stays, assorted
Two ditto duck and drill trousers
One ditto drill jackets and rustic coats
One ditto bleached and unbleached drills
One ditto 4-4 Irish linen and cheesecloth
Two bales osnaburghs
One case fancy muslin and net dresses
One bale west of England broadcloths
Two ditto superior tweeds
One case printed silk corahs
Four ditto CLOTH CAPS, assorted shapes and styles, including *men's navy and military caps.*

This sale presents a favourable opportunity to *Drapers, Exporters, Storekeepers, and others,* as Mr. Mort will as usual *sell the whole to the highest bidder.*

The sale will commence at Eleven o'clock precisely.

TERMS AT SALE. 8227

TEN YEARS' CREDIT UPON BUILDING ALLOTMENTS

IN THE BEAUTIFUL NEIGHBOURHOOD OF DARLINGHURST.

Nothing can exceed the beauty of the scenery about this charming property, whilst its elevated position renders it extremely healthful.

The allotments, as will be seen below, are of a size sufficiently large to admit of a comfortable family residence being put upon them, and also allow for a good sized garden in the front and rear; and whilst they are so near the city as to be within a few minutes' walk of it, they are just far enough from it to be beyond the regulations of the Building Act.

MR. MORT

HAS the pleasure to announce to the residents of Sydney and its neighbourhood, as well as to those in the interior, desirous of having a residence near the metropolis, or wishful to make a profitable investment, that he is instructed to sell by public auction, at his Rooms, George-street, ON MONDAY, DECEMBER 11, At eleven o'clock,

THIRTEEN EXTENSIVE SUBURBAN ALLOTMENTS OF LAND, Viz.:

LOT 1.

A lovely spot for a cottage site—being beautifully situated at the turn of the road to Glenmore, and opposite the picturesque lodge and grounds of Engehurst, belonging to Mrs. Hely. Its extent is about 28½ perches.

LOT 2,

Enjoys nearly the same privileges of position as Lot 1, which it adjoins. It is the allotment next to the cottage residence and grounds of H. G. M'Carthy, Esq. It contains 34½ perches.

LOTS 3 AND 4,

Are contiguous to Lots 1 and 2, having frontages to the Glenmore Road, opposite to the grounds attached to that much admired residence known as Flinton. They are each about a quarter of an acre.

LOTS 5, 6, 7,

Vary in size, from a little under to a little over a quarter of an acre each, fronting the charming property of T. W. Cape, Esq., and the Flinton Estate, but nearer to the approach towards the New Military Barracks and Sydney. No pen can describe the beauty of the scene which presents itself from these allotments, as well as from that numbered on the plan as

LOT 8.

And having the same frontage, but with a side frontage also to a most beautiful road leading down to Mr. West's property, Rushcutter's Bay.

This land, measuring one rood four and a half perches, has upon it a good sized weather-boarded cottage.

The whole of the allotment is first-rate garden ground.

LOTS 9, 10, 11, AND 12,

Are at the rear of the allotments just described, and are each

ONE ROOD THREE PERCHES

in extent.

They all command the most delightful prospect, immediately overlooking the New South Head Road and Bridge, with Rushcutters Bay and the North Shore beyond, embracing on the eastern and western sides scenery not more varied than beautiful. Lot 9 has the side road leading to Mr. West's above described, and Lot 12 has also a side frontage to a reserved road.

LOT 13,

Is undoubtedly one of the most lovely and fairy-like places to be met with in all the beautiful environs of the City, whilst its extent *(being upwards of two acres)* will enable the purchaser not only to erect a residence worthy of the site, but will also allow full extent for pleasure grounds and garden, nature requiring but little help at the hands of art to make the spot a very *el dorado.*

It is approached by the picturesque road above alluded to, enjoying all the advantages of view already described, with the most perfect privacy and retirement, whilst its immediate vicinity to the city points it out as the place of all others for the residence of any one wishful to enjoy the charms and healthfulness of the country for his family and himself, at a distance of only a few minutes' walk from his counting-house.

A plan is on view at Mr. Mort's Rooms: the terms will be liberal, and the title is unexceptionable.

TERMS—15 per cent. cash deposit, on the fall of the hammer; 15 per cent. by bill at three months; and the residue by an approved bill at twelve months' date, with interest at 8 per cent., or the residue may, if required, remain secured upon the property for 4 years, with interest payable at 8 per cent.

FOR THE CONVENIENCE OF MECHANICS, AND THE LABOURING CLASSES, LOT 13 HAS BEEN SUBDIVIDED INTO TWENTY-TWO SMALLER ALLOTMENTS, IN WHICH WAY IT WILL BE OFFERED, UNLESS A PURCHASER IS FOUND TO TAKE THE WHOLE IN ONE LOT. 8228

THURSDAY, NOVEMBER 30.

SALE OF HIDES AND SKINS.

TO ARRIVE FROM BATHURST.

MR. STUBBS will sell by public auction, at the Mart, King-street, ON THURSDAY, NOVEMBER 30, At 11 o'clock precisely,

Lot 1. 40 green hides, carefully salted
Lot 2. 487 sheepskins, with wool on
Lot 3. 1002 sheepskins, shorn before boiling down

Terms—Cash. 8180

FOR SALE,

TWO CAPITAL STATIONS,

IN THE INSOLVENT ESTATE OF R. M. CAMPBELL, ESQ., BY ORDER OF THE OFFICIAL ASSIGNEE, TOGETHER WITH 300 TO 400 HEAD CATTLE, MORE OR LESS.

MR. STUBBS is instructed to sell by public auction, At the Mart, King-street, ON TUESDAY, DECEMBER 5, At 12 o'clock precisely,

All the Official Assignee's right and interest in and to the excellent Station "BORO," situate in the Murrumbidgee district, and the Station "ANN'S VALE," situate in the Lachlan district, together with 300 HEAD CATTLE, MORE OR LESS.

Also,

All the remaining Assets in the said Estate, including the Assignee's interest in and to 960 Acres Land, at Burrowa, on which there are indications of copper ore.

Terms—Cash. 8230

SALE OF MOST IMPORTANT AND VERY EXTENSIVE TOWN, SUBURBAN, AND COUNTRY PROPERTIES

IN SYDNEY, PORT PHILLIP, ADELAIDE, YASS, MAITLAND, WILLIAMS TOWN, &c.

BY MR. STUBBS, at the Auction Mart, King-street, ON THURSDAY, DECEMBER 7, 1848, At 12 o'clock precisely,

To parties desirous of securing an eligible investment of capital, the undermentioned Properties have many recommendations, having been selected and purchased by the proprietor as occasion served on account of their situation and value, immediate and prospective.

Lot 1—THE JUNO'S WHARF AND STORES, ADJOINING DUKE'S WHARF, Darling Harbour, Commodious for ships of burthen, and where they can safely load and discharge. It has 78 feet frontage by a depth of 136 feet. WITH A CAPACIOUS AND CONVENIENT STORE erected thereon, the building of which alone cost £800.

Lot 2—TWO HOUSES, NORTH SHORE, delightfully situated near Billy Blue's Point.

Lot 3—TWO HOUSES, CROWN-STREET, in the Town of Wollongong.

Lot 4—FOUR BUILDING ALLOTMENTS, BALMAIN, adjoining the "Marquis of Waterford" Inn.

Lot 5—A VALUABLE AGRICULTURAL FARM of 100 acres, on the "Hawkesbury."

Lots 6 to 15—TEN BUILDING ALLOTMENTS, YASS, situate at the corner of Church-street.

Lots 16 and 17—Two allotments in the Town of East Maitland, near Mr. Mayo's stores.

Lots 18 to 21—Four allotments in Flinder's-street, East Maitland (supposed to be *part of the Coal Field*).

Lots 22 to 25—Four allotments of building land in Fyan's-street, town of Geelong, Port Phillip, daily increasing in value.

Lots 26 and 27—Two building allotments in Williams Town, Port Phillip.

Also,

Lots 28 to 67—Forty allotments of building land, situate on the High Road at BEDLAM POINT, ADJOINING THE LUNATIC ASYLUM, where houses are much wanted, and where labouring men can always procure employment.

Also,

Lots 68 to 107—Forty allotments of building land, situate within one mile of the CITY OF ADELAIDE, selected by the proprietor during a visit to Adelaide in the year 1839, and now, from their peculiar locality, of considerable value.

Lot 108—One allotment in Rundle-street, in the city of Adelaide, near Mr. Brothers Neale's celebrated Auction Rooms.

Lots 109 to 112—Four allotments in the town of Port Lincoln, where also land is daily increasing in value.

Mr. Stubbs considers it quite unnecessary for him to say anything with the view of enhancing the value of these important properties, which, from their peculiar localities, must be sufficiently apparent to every one interested in the attainment of profitable investment of capital.

Terms, and all further particulars, to be obtained at the Mart. [illegible]

FOR SALE,

THE "HUME INN,"

SITUATE ON THE SYDNEY AND PORT PHILLIP ROAD, PRODUCING £300 PER ANNUM.

Presenting one of the most safe investments of capital ever offered to the public.

MR. STUBBS is favoured with instructions from the proprietor to sell by public auction, at the Mart, King-street, ON WEDNESDAY, DECEMBER 6, 1848, Sale to commence at 12 o'clock precisely,

THE "HUME INN"

This splendid property is very advantageously situated on the banks of the Hume River, in the TOWN OF ALBURY, and will be sold with two-thirds share of the large punt auxiliary thereto. It is let to a respectable tenant at £300 per annum, payable quarterly, and who is bound under a bond of £2000 to deliver up the premises in the same good order at the end of the lease.

The premises are in the finest condition possible, and have been erected at a cost of about £2500. They stand upon an acre of land, being lots 3 and 4 of section 1 in the aforesaid town, and are replete with every comfort and convenience for the accommodation of travellers from and to Port Phillip, Adelaide, and Sydney.

The principal front of this splendid inn comprises an extent of 150 feet, more or less—it has a very long verandah and hall, two first rate parlours, bar, tap-room, and six superior bed-rooms. The whole of the rooms are tastefully finished, and are all neatly ceiled with globe centres, &c.

The out-buildings are most substantial and numerous, viz., two excellent stores, kitchen, pantry, servants' room, laundry, baking-house, with immense stabling for 12 horses, hay loft, loose boxes for "Racers," and a granary capable of holding 1000 BUSHELS GRAIN.

On the Crown lands adjoining there is a cultivation paddock of 34 acres, and another grass paddock of 1000 acres, both enclosed with a three-railed fence.

The Sydney and Port Phillip Mails pass and repass the door thrice a week, the great "crossing-place" being within a few yards of the Inn.

TERMS:—

Half cash, and the residue at 3 years, as may be agreed upon. Title unexceptionable. 7761

Printed and Published by CHARLES KEMP *and* JOHN FAIRFAX, *at the Morning Herald Printing Office, Lower George-street, Sydney, New South Wales, Thursday, November 23, 1848.*